EXHIBIT C

THE MIHOK LAW FIRM, P.C.

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August 4, 2023

Buckeye Forest at Mayfield Heights LLC c/o The Limited Liability Co. 1800 Rockaway Ave, Ste. 200 Hewlett, NY 11557

RE: Dedicated Nursing Associates, Inc. v. Akron Healthcare LLC d/b/a Akron Healthcare et al.

Case No. 5578 of 2019

Ladies and Gentlemen:

Please find enclosed a copy of the Amended Complaint for the above-referenced matter. This Amended Complaint was filed April 25, 2023 and reinstated on July 31, 2023.

Regards,

THE MIHOK LAW FIRM, P.C.

Jarray Mhole

Zachary Mihok, Paralegal

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY, PENNSYLVANIA CIVIL DIVISION

DEDICATED NURSING ASSOCIATES, INC.

Plaintiff,

٧.

AKRON HEALTHCARE LLC D/B/A AKRON HEALTHCARE: BELLEFONTAINE HEALTHCARE LLC D/B/A BELLEFONTAIN **HEALTHCARE**; EUCLID BEACH HEALTHCARE LLC D/B/A EUCLID BEACH HEALTHCARE: GREENVILLE HEALTHCARE LLC D/B/A GREENVILLE HEALTHCARE; NORTH OLMSTED HEALTHCARE LLC D/B/A NORTH OLMSTED HEALTHCARE; MADEIRA HEALTHCARE LLC D/B/A MADEIRA HEALTHCARE; MAYFIELD HEIGHTS HEALTHCARE LLC D/B/A MAYFIELD HEIGHTS HEALTHCARE; WATERVILLE HEALTHCARE LLC D/B/A WATERVILLE **HEALTHCARE: WOODRIDGE** HEALTHCARE LLC D/B/A WOODRIDGE **HEALTHCARE**; BOULDER OPERATIONS HOLDINGS LLC; HILLSTONE HEALTHCARE, INC.; SMZ MGMT HOLDINGS LLC D/B/A REACH LTC; SIRO MGMT BIG RIVER LLC D/B/A REACH LTC: SIRO MGMT ROYAL OAK LLC D/B/A REACH LTC; SIRO MGMT OAKWOOD LLC D/B/A REACH LTC; AND REACH AW MANAGEMENT LLC D/B/A REACH LTC: BUCKEYE FOREST AT AKRON LLC D/B/A HIGHLAND SQUARE REHABILITATION AND NURSING CENTER; BUCKEYE FOREST AT BELLEFONTAINE LLC D/B/A AYDEN HEALTHCARE OF BELLE SPRINGS: BUCKEYE FOREST AT CLEVELAND LLC D/B/A GARDENS OF **EUCLID BEACH**; BUCKEYE FOREST AT MADEIRA LLC D/B/A AYDEN HEALTHCARE OF MADEIRA; BUCKEYE FOREST AT MAYFIELD HEIGHTS LLC

D/B/A GARDENS OF MAYFIELD HEIGHTS;

NU.5578 OF 2019

BUCKEYE FOREST AT NORTH OLMSTED LLC D/B/A GARDENS OF NORTH OLMSTED; BUCKEYE FOREST AT WATERVILLE LLC D/B/A AYDEN HEALTHCARE OF WATERVILLE; BUCKEYE FOREST AT FAIRFIELD LLC D/B/A AYDEN HEALTHCARE OF FAIRFIELD; SAMUEL FEUER; LARRY KATZ; EPHRAM LAHASKY; ELI LESHKOWITZ; LOLOMON KAZARNOVSKY; ABBA STEIN; MORDECHAI WEISZ; MED HEALTHCARE PARTNERS

Defendants.

AMENDED COMPLAINT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD OF THIS PARTY:

JENNIFER TIS MIHOK, ESQUIRE PA ID #203751

THE MIHOK LAW FIRM, P.C. 3706 Butler Street Suite 327 Pittsburgh, PA 15201 412.860.0907 412.204.3472 (fax)

IN THE COURT OF COMMON PLEAS OF WESTMORELAND COUNTY, PENNSYLVANIA CIVIL DIVISION

DEDICATED NURSING ASSOCIATES, INC.

Plaintiff.

v.

Case No.

AKRON HEALTHCARE LLC D/B/A AKRON HEALTHCARE: BELLEFONTAINE HEALTHCARE LLC D/B/A BELLEFONTAIN HEALTHCARE; EUCLID BEACH HEALTHCARE LLC D/B/A EUCLID BEACH **HEALTHCARE**; **GREENVILLE** HEALTHCARE LLC D/B/A GREENVILLE HEALTHCARE; NORTH OLMSTED HEALTHCARE LLC D/B/A NORTH OLMSTED HEALTHCARE; MADEIRA HEALTHCARE LLC D/B/A MADEIRA HEALTHCARE; MAYFIELD HEIGHTS HEALTHCARE LLC D/B/A MAYFIELD HEIGHTS HEALTHCARE; WATERVILLE HEALTHCARE LLC D/B/A WATERVILLE **HEALTHCARE**; WOODRIDGE HEALTHCARE LLC D/B/A WOODRIDGE **HEALTHCARE**; BOULDER OPERATIONS HOLDINGS LLC; HILLSTONE HEALTHCARE, INC.; SMZ MGMT HOLDINGS LLC D/B/A REACH LTC: SIRO MGMT BIG RIVER LLC D/B/A REACH LTC: SIRO MGMT ROYAL OAK LLC D/B/A REACH LTC; SIRO MGMT OAKWOOD LLC D/B/A REACH LTC; AND REACH AW MANAGEMENT LLC D/B/A REACH LTC

Defendants.

NOTICE AND AMENDED COMPLAINT NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other

claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Westmoreland Bar Association
P.O. Box 565
Greensburg, PA 15601
(724) 834-8490
http://lrs.westbar.org

COMPLAINT

- 1. Plaintiff, Dedicated Nursing Associates, Inc. ("DNA"), is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with offices located in Westmoreland County at 6536 William Penn Hwy Rt. 22, Suite 202, Delmont, Pennsylvania 15626.
- 2. Defendant, Akron Healthcare LLC doing business as Akron Healthcare is a limited liability company organized and existing under the laws of the State of Ohio with offices located at 1211 West Market Street, Akron, Ohio 44313.
- 3. Defendant, Bellefontaine Healthcare LLC doing business as Bellefontaine

 Healthcare is a limited liability company organized and existing under the laws of the State of

 Ohio with offices located at 221 North School Street, Bellefontaine, Ohio 43311.
- 4. Defendant, Euclid Beach Healthcare LLC doing business as Euclid Beach
 Healthcare is a limited liability company organized and existing under the laws of the State of
 Ohio with offices located at 16101 Euclid Beach Boulevard, Cleveland, Ohio 44110.
- 5. Defendant, Greenville Healthcare LLC doing business as Greenville Healthcare is a limited liability company organized and existing under the laws of the State of Ohio with offices located at 243 Marion Drive, Greenville, Ohio 45331.
- 6. Defendant, North Olmsted Healthcare LLC doing business as North Olmsted Healthcare is a limited liability company organized and existing under the laws of the State of Ohio with offices located at 23225 Lorain Road, North Olmsted, Ohio 44070.
- 7. Defendant, Madeira Healthcare LLC doing business as Madeira Healthcare is a limited liability company organized and existing under the laws of the State of Ohio with offices located at 5970 Kenwood Road, Cincinnati, Ohio 45243.

- 8. Defendant, Mayfield Heights Healthcare LLC doing business as Mayfield Heights Healthcare is a limited liability company organized and existing under the laws of the State of Ohio with offices located at 6757 Mayfield Road, Mayfield Heights, Ohio 44124.
- 9. Defendant, Waterville Healthcare LLC doing business as Waterville Healthcare is a limited liability company organized and existing under the laws of the State of Ohio with offices located at 8885 Browning Drive, Waterville, Ohio 43566.
- 10. Defendant, Woodridge Healthcare LLC doing business as Woodridge Healthcare is a limited liability company organized and existing under the laws of the State of Ohio with offices located at 3801 Woodridge Boulevard, Fairfield, Ohio 45041.
- 11. Defendant, Boulder Operations Holdings LLC, is a limited liability company organized and existing under the laws of the State of Delaware with a registered agent of The Corporation Trust Company located at Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.
- 12. Defendant, Hillstone Healthcare, Inc. ("Defendant Hillstone") is a corporation organized and existing under the laws of the State of Ohio with offices located at 979 Brule Court, Westerville, Ohio 43081.
- 13. Defendant SRZ MGMT Holdings LLC d/b/a Reach LTC ("Defendant SRZ") is a limited liability company organized and existing under the laws of the State of Delaware with a registered agent of CSC-Lawyers Incorporating Service Company located at 221 Bolivar Street, Jefferson City, Missouri 65101.
- 14. Defendant SIRO MGMT Big River LLC d/b/a Reach LTC ("Defendant "Big River") is a limited liability company organized and existing under the laws of the State of

Delaware with a registered agent of CSC-Lawyers Incorporating Service Company located at 221 Bolivar Street, Jefferson City, Missouri 65101.

- 15. Defendant SIRO MGMT Royal Oak LLC d/b/a Reach LTC ("Defendant Royal Oak") is a limited liability company organized and existing under the laws of the State of Delaware with a registered agent of CSC-Lawyers Incorporating Service Company located at 221 Bolivar Street, Jefferson City, Missouri 65101.
- 16. Defendant SIRO MGMT Oakwood LLC d/b/a Reach LTC ("Defendant Oakwood") is a limited liability company organized and existing under the laws of the State of Delaware with a registered agent of CSC-Lawyers Incorporating Service Company located at 221 Bolivar Street, Jefferson City, Missouri 65101.
- 17. Defendant AW Management LLC d/b/a Reach LTC ("Defendant AW") is a limited liability company organized and existing under the laws of the State of Missouri with a registered agent of CT Corporation System located at 120 South Central Avenue, Clayton, Missouri 63105.
- 18. Defendant, Buckeye Forest at Akron LLC d/b/a Highland Square Rehabilitation and Nursing Center is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a registered agent of National Registered Agents, Inc., 4400 Easton Commons Way, Suite 125, Columbus, OH 43219.
- 19. Defendant, Buckeye Forest at Bellefontaine LLC d/b/a Ayden Healthcare of Belle Springs is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a Service of Process Name and Address of The Limited Liability Company, 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557.

- 20. Defendant, Buckeye Forest at Cleveland LLC d/b/a Gardens of Euclid Beach is a limited liability company organized under the laws of Delaware and registered to do business in the State of Ohio with offices located at 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557.
- 21. Defendant, Buckeye Forest at Greenville LLC d/b/a Ayden Healthcare of Greenville is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a Service of Process Name and Address of The Limited Liability Company, 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557.
- 22. Defendant, Buckeye Forest at Madeira LLC d/b/a Ayden Healthcare of Madeira is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a Service of Process Name and Address of The Limited Liability Company, 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557.
- 23. Defendant, Buckeye Forest at Mayfield Heights LLC d/b/a Gardens of Mayfield Heights is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a Service of Process Name and Address of The Limited Liability Company, 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557.
- 24. Defendant, Buckeye Forest at North Olmsted LLC d/b/a Gardens of North Olmsted is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a Service of Process Name and Address of The Limited Liability Company, 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557.
- 25. Defendant, Buckeye Forest at Waterville LLC d/b/a Ayden Healthcare of Waterville is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a Service of Process Name and Address of The Limited Liability Company, 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557.

- 26. Defendant, Buckeye Forest at Fairfield LLC d/b/a Ayden Healthcare of Fairfield is a limited liability company organized under the laws of New York State and registered to do business in the State of Ohio with a Service of Process Name and Address of The Limited Liability Company, 1800 Rockaway Avenue, Suite 200, Hewlett, NY 11557. Ayden Healthcare of Fairfield is a fictitious name with a Registered Agent of Buckeye Forest at Fairfield LLC, 3801 Woodridge Boulevard, Fairfield, OH 45014.
- 27. Defendant, Samuel Feuer is an adult individual residing and receiving mail at 1383 E 26th Street, Brooklyn, New York 11210-5240.
- 28. Defendant Larry Katz is an adult individual residing and receiving mail at 79 Forshay Road, Monsey, New York 10952-1401.
- Defendant, Ephram Lahasky is an adult individual residing and receiving mail at
 34 Lord Avenue, Lawrence, New York 11559.
- 30. Defendant, Eli Leshkowitz is an adult individual residing and receiving mail at 1739 52nd Street, Brooklyn, New York 11204.
- Defendant, Solomon Kazarnovsky, is an adult individual residing and receiving mail at 13 Bartlett Road, Monsey, New York 10952.
- 32. Defendant, Abba Stein is an adult individual residing and receiving mail at 657 Colfax Place, Valley Stream, New York 11581.
- 33. Defendant, Mordechai Weisz is an adult individual residing and receiving mail at1 Marisa Drive, Spring Valley, New York 10977.
- 34. Defendant, Med Healthcare Partners is a limited liability company organized and existing under the laws of the state of Delaware with a registered agent of VCORP SERVICES, LLC located at 1013 Centre Road, Suite 403-B, Wilmington, Delaware 19805.

JURISDICTION

35. Jurisdiction and venue properly rest in this honorable Court because the transactions out of which this cause of action arose occurred in Westmoreland County and the payments due under the contracts entered into between Plaintiff and Defendant were due at Plaintiff's place of business located in Westmoreland County.

FACTUAL BACKGROUND

- 36. Defendants, Akron, Bellefontaine, Euclid, Greenville, Olmsted, Madeira, Mayfield, Waterville and Woodridge are skilled nursing facilities (individually "Facility"; collectively the "Facilities").
- 37. The Facilities are owned by Defendant, Boulder Operations Holdings LLC and were owned by Defendant, Boulder during the time period in which the transactions which gave rise to this cause of action took place.
- 38. DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides and other medical assistance with particular skills and experience.
- 39. Defendant Boulder and Defendant Facilities were in need of personnel with the skill and experience that DNA provides.
- 40. Plaintiff initially filed the instant action against Defendants, Akron Healthcare LLC d/b/a Akron Healthcare; Bellefontaine Healthcare LLC d/b/a Bellefontaine Healthcare; Euclid Beach Healthcare LLC d/b/a Bellefontaine Healthcare; Euclid Beach Healthcare LLC d/b/a Morth Olmsted Healthcare LLC d/b/a Greenville Healthcare; North Olmsted Healthcare LLC d/b/a North Olmsted Healthcare; Madeira Healthcare LLC d/b/a Madeira Healthcare; Mayfield Heights Healthcare LLC d/b/a Mayfield Heights Healthcare; Waterville Healthcare; Woodridge Healthcare LLC d/b/a Woodridge Healthcare; Boulder Operations Holdings LLC; Hillstone Healthcare, Inc.; SMZ Mgmt Holdings LLC d/b/a Reach LTC; SIRO Mgmt Big River LLC d/b/a

Reach LTC; Siro Mgmt Royal Oak LLC d/b/a Reach LTC; SIRO Mgmt Oakwood LLC d/b/a Reach LTC; and/or Reach AW Management LLC d/b/a Reach LTC (collectively the "Initial Defendants") on or about November 1, 2019.

- 41. After litigating this matter for approximately 3 years, on or about August 25, 2022, Plaintiff's Ohio office received a Notice of Chapter 7 Bankruptcy Case filed by Boulder Operations Holdings LLC in the United States Bankruptcy Court for the District of Delaware as well as notice of a Section 341 Meeting of Creditors associated with Chapter 7 bankruptcy filings by, *inter alia*, Akron Healthcare LLC, Bellefontaine Healthcare LLC, Euclid Beach Healthcare LLC, Greenville Healthcare LLC, Maderia Healthcare LLC, Mayfield Heights Healthcare LLC, North Olmsted Healthcare LLC, Waterville Healthcare, LLC, and Woodridge Healthcare LLC (collectively, the "Bankruptcy Action").
- 42. Plaintiff's counsel contacted Defendant's counsel to discuss the same, however, Defendant's counsel stated that he was previously unaware of the Bankruptcy Action.
- 43. Plaintiff's counsel attended the telephonic Section 341 Meeting of Creditors on September 12, 2022.
 - 44. Susan Koenig testified on behalf of the debtors.
- 45. Ms. Koenig testified that all of the Facilities were sold on December 31, 2021 to Med Healthcare Partners for \$145 million.
- 46. Ms. Koenig further testified that the Facilities continue to operate, under new ownership, and that no notice of the sale was provided to creditors of the Facilities.

COUNT I - BREACH OF CONTRACT

(Dedicated Nursing Associates, Inc. v. Akron Healthcare LLC)

- 47. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 48. On or about February 18, 2019, DNA and Defendant Akron, also known as

 Highland Square Nursing and Rehab, entered into a written contract ("Akron Contract") whereby

 DNA would provide nursing personnel to Defendant Akron.
- 49. A true and correct copy of the Akron Contract is attached hereto, marked Exhibit "1" and made a part hereof.
- 50. Pursuant to the Akron Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.
- 51. Pursuant to the Akron Contract and at the special instance and request of the Defendant Akron, DNA began providing nursing personnel to Defendant Akron as is more particularly set forth in DNA's Invoices.
- 52. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "2", and made a part hereof.
- 53. Defendant Akron received and accepted the aforementioned nursing and nursing aides' services.
- 54. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
 - 55. The prices charged by DNA were the prices that Defendant Akron agreed to pay.
- 56. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 2.

- 57. DNA avers that the balance due amounts to \$406.40, as is more specifically shown by DNA's Statement of Account.
- 58. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "3", and made a part hereof.
- 59. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 60. Although repeatedly requested to do so by DNA, Defendant Akron has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- 61. Despite providing nursing personnel to Defendant Akron in good faith and per Defendant Akron's request, Defendant Akron has failed to make payments to DNA in accordance with the terms of the Akron Contract.
- 62. Defendant Akron has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.
 - 63. Defendant Akron's failure to pay DNA is a breach of the Akron Contract.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Akron Healthcare LLC d/b/a Akron Healthcare, in the amount of \$406.40 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT II - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. Bellefontaine Healthcare LLC)

- 64. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 65. On or about May 9, 2019, DNA and Defendant Bellefontaine entered into a written contract ("Bellefontaine Contract") whereby DNA would provide nursing personnel to Defendant Bellefontaine.

- 66. A true and correct copy of the Bellefontaine Contract is attached hereto, marked Exhibit "4" and made a part hereof.
- 67. Pursuant to the Bellefontaine Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.
- 68. Pursuant to the Bellefontaine Contract and at the special instance and request of the Defendant Bellefontaine, DNA began providing nursing personnel to Defendant Bellefontaine as is more particularly set forth in DNA's Invoices.
- 69. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "5", and made a part hereof.
- 70. Defendant Bellefontaine received and accepted the aforementioned nursing and nursing aides' services.
- 71. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
- 72. The prices charged by DNA were the prices that Defendant Bellefontaine agreed to pay.
- 73. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 5.
- 74. DNA avers that the balance due amounts to \$274,655.55, as is more specifically shown by DNA's Statement of Account.
- 75. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "6", and made a part hereof.
- 76. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.

- 77. Although repeatedly requested to do so by DNA, Defendant Bellefontaine has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- 78. Despite providing nursing personnel to Defendant Bellefontaine in good faith and per Defendant Bellefontaine's request, Defendant Bellefontaine has failed to make payments to DNA in accordance with the terms of the Bellefontaine Contract.
- 79. Defendant Bellefontaine has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.
- 80. Defendant Bellefontaine's failure to pay DNA is a breach of the Bellefontaine Contract.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Bellefontaine Healthcare LLC d/b/a Bellefontaine Healthcare, in the amount of \$274,655.55 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT III - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. Euclid Beach Healthcare LLC)

- 81. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 82. On or about February 8, 2019, DNA and Defendant Euclid Beach entered into a written contract ("EB Contract") whereby DNA would provide nursing personnel to Defendant Euclid Beach.
- 83. A true and correct copy of the EB Contract is attached hereto, marked Exhibit "7" and made a part hereof.
- 84. Pursuant to the EB Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.

- 85. Pursuant to the EB Contract and at the special instance and request of the Defendant Euclid Beach, DNA began providing nursing personnel to Defendant Euclid Beach as is more particularly set forth in DNA's Invoices.
- 86. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "8", and made a part hereof.
- 87. Defendant Euclid Beach received and accepted the aforementioned nursing and nursing aides' services.
- 88. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
- 89. The prices charged by DNA were the prices that Defendant Euclid Beach agreed to pay.
- 90. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 8.
- 91. DNA avers that the balance due amounts to \$86,153.47 as is more specifically shown by DNA's Statement of Account.
- 92. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "9", and made a part hereof.
- 93. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 94. Although repeatedly requested to do so by DNA, Defendant Euclid Beach has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.

- 95. Despite providing nursing personnel to Defendant Euclid Beach in good faith and per Defendant Euclid Beach's request, Defendant Euclid Beach has failed to make payments to DNA in accordance with the terms of the EB Contract.
- 96. Defendant Euclid Beach has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.

97.

Defendant Euclid Beach's failure to pay DNA is a breach of the EB Contract. WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Euclid Beach Healthcare LLC d/b/a Euclid Beach Healthcare, in the amount of \$86,153.47 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT IV - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. Greenville Healthcare LLC)

- 98. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 99. On or about July 2, 2019, DNA and Defendant Greenville entered into a written contract ("Greenville Contract") whereby DNA would provide nursing personnel to Defendant Greenville.
- A true and correct copy of the Greenville Contract is attached hereto, marked Exhibit "10" and made a part hereof.
- Pursuant to the Greenville Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.
- Pursuant to the Greenville Contract and at the special instance and request of the Defendant Greenville, DNA began providing nursing personnel to Defendant Greenville as is more particularly set forth in DNA's Invoices.

- 103. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "11", and made a part hereof.
- 104. Defendant Greenville received and accepted the aforementioned nursing and nursing aides' services.
- 105. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
- 106. The prices charged by DNA were the prices that Defendant Greenville agreed to pay.
- 107. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 11.
- 108. DNA avers that the balance due amounts to \$181,058.91, as is more specifically shown by DNA's Statement of Account.
- 109. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "12", and made a part hereof.
- 110. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 111. Although repeatedly requested to do so by DNA, Defendant Greenville has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- Despite providing nursing personnel to Defendant Greenville in good faith and per Defendant Greenville's request, Defendant Greenville has failed to make payments to DNA in accordance with the terms of the Greenville Contract.
- 113. Defendant Greenville has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.

114. Defendant Greenville's failure to pay DNA is a breach of the Greenville Contract.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against

Defendant, Greenville Healthcare LLC d/b/a Greenville Healthcare, in the amount of \$181,058.91

with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT V - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. North Olmsted Healthcare LLC)

- 115. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 116. On or about January 18, 2019, DNA and Defendant Olmsted entered into a written contract ("Olmsted Contract") whereby DNA would provide nursing personnel to Defendant Olmsted.
- 117. A true and correct copy of the Olmsted Contract is attached hereto, marked Exhibit "13" and made a part hereof.
- Pursuant to the Olmsted Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.
- 119. Pursuant to the Olmsted Contract and at the special instance and request of the Defendant Olmsted, DNA began providing nursing personnel to Defendant Olmsted as is more particularly set forth in DNA's Invoices.
- 120. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "14", and made a part hereof.
- 121. Defendant Olmsted received and accepted the aforementioned nursing and nursing aides' services.
- 122. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.

- 123. The prices charged by DNA were the prices that Defendant Olmsted agreed to pay.
- 124. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 14.
- 125. DNA avers that the balance due amounts to \$11,531.31, as is more specifically shown by DNA's Statement of Account.
- 126. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "15", and made a part hereof.
- DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 128. Although repeatedly requested to do so by DNA, Defendant Olmsted has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- 129. Despite providing nursing personnel to Defendant Olmsted in good faith and per Defendant Olmsted's request, Defendant Olmsted has failed to make payments to DNA in accordance with the terms of the Olmsted Contract.
- 130. Defendant Olmsted has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.
 - 131. Defendant Olmsted's failure to pay DNA is a breach of the Olmsted Contract.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, North Olmsted Healthcare LLC d/b/a North Olmsted Healthcare, in the amount of \$11,531.31 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT VI - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. Madeira Healthcare LLC)

DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

- 133. On or about January 3, 2019, DNA and Defendant Madeira entered into a written contract ("Madeira Contract") whereby DNA would provide nursing personnel to Defendant Madeira.
- 134. A true and correct copy of the Madeira Contract is attached hereto, marked Exhibit "16" and made a part hereof.
- 135. Pursuant to the Madeira Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.
- 136. Pursuant to the Madeira Contract and at the special instance and request of the Defendant Madeira, DNA began providing nursing personnel to Defendant Madeira as is more particularly set forth in DNA's Invoices.
- 137. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "17", and made a part hereof.
- 138. Defendant Madeira received and accepted the aforementioned nursing and nursing aides' services.
- 139. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
 - 140. The prices charged by DNA were the prices that Defendant Madeira agreed to pay.
- 141. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 17.
- 142. DNA avers that the balance due amounts to \$11,006.25, as is more specifically shown by DNA's Statement of Account.
- 143. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "18", and made a part hereof.

- 144. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 145. Although repeatedly requested to do so by DNA, Defendant Madeira has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- 146. Despite providing nursing personnel to Defendant Madeira in good faith and per Defendant Madeira's request, Defendant Madeira has failed to make payments to DNA in accordance with the terms of the Madeira Contract.
- 147. Defendant Madeira has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.
 - 148. Defendant Madeira's failure to pay DNA is a breach of the Madeira Contract.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Madeira Healthcare LLC d/b/a Madeira Healthcare, in the amount of \$11,006.25 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT VII - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. Mayfield Heights Healthcare LLC)

- 149. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 150. On or about January 14, 2019, DNA and Defendant Mayfield entered into a written contract ("Mayfield Contract") whereby DNA would provide nursing personnel to Defendant Mayfield.
- 151. A true and correct copy of the Mayfield Contract is attached hereto, marked Exhibit "19" and made a part hereof.
- 152. Pursuant to the Mayfield Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.

- 153. Pursuant to the Mayfield Contract and at the special instance and request of the Defendant Mayfield, DNA began providing nursing personnel to Defendant Mayfield as is more particularly set forth in DNA's Invoices.
- 154. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "20", and made a part hereof.
- 155. Defendant Mayfield received and accepted the aforementioned nursing and nursing aides' services.
- 156. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
 - 157. The prices charged by DNA were the prices that Defendant Mayfield agreed to pay.
- 158. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 20.
- 159. DNA avers that the balance due amounts to \$569.86, as is more specifically shown by DNA's Statement of Account.
- 160. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "21", and made a part hereof.
- 161. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 162. Although repeatedly requested to do so by DNA, Defendant Mayfield has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- Despite providing nursing personnel to Defendant Mayfield in good faith and per Defendant Mayfield's request, Defendant Mayfield has failed to make payments to DNA in accordance with the terms of the Mayfield Contract.

- 164. Defendant Mayfield has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.
 - 165. Defendant Mayfield's failure to pay DNA is a breach of the Mayfield Contract.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Mayfield Heights Healthcare LLC d/b/a Mayfield Heights Healthcare, in the amount of \$569.86 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT VIII - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. Waterville Healthcare LLC)

- 166. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 167. On or about March 5, 2019, DNA and Defendant Waterville entered into a written contract ("Waterville Contract") whereby DNA would provide nursing personnel to Defendant Waterville.
- 168. A true and correct copy of the Waterville Contract is attached hereto, marked Exhibit "22" and made a part hereof.
- 169. Pursuant to the Waterville Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.
- 170. Pursuant to the Waterville Contract and at the special instance and request of the Defendant Waterville, DNA began providing nursing personnel to Defendant Waterville as is more particularly set forth in DNA's Invoices.
- 171. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "23", and made a part hereof.
- 172. Defendant Waterville received and accepted the aforementioned nursing and nursing aides' services.

- 173. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
- 174. The prices charged by DNA were the prices that Defendant Waterville agreed to pay.
- 175. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 23.
- 176. DNA avers that the balance due amounts to \$107,672.03, as is more specifically shown by DNA's Statement of Account.
- 177. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "24", and made a part hereof.
- 178. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 179. Although repeatedly requested to do so by DNA, Defendant Waterville has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- 180. Despite providing nursing personnel to Defendant Waterville in good faith and per Defendant Waterville's request, Defendant Waterville has failed to make payments to DNA in accordance with the terms of the Waterville Contract.
- 181. Defendant Waterville has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.
- 182. Defendant Waterville's failure to pay DNA is a breach of the Waterville Contract.

 WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against

 Defendant, Waterville Healthcare LLC d/b/a Waterville Healthcare, in the amount of \$107,672.03

 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT IX - BREACH OF CONTRACT (Dedicated Nursing Associates, Inc. v. Woodridge Healthcare LLC)

- 183. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 184. On or about March 18, 2019, DNA and Defendant Woodridge entered into a written contract ("Woodridge Contract") whereby DNA would provide nursing personnel to Defendant Woodridge.
- 185. A true and correct copy of the Woodridge Contract is attached hereto, marked Exhibit "25" and made a part hereof.
- 186. Pursuant to the Woodridge Contract, the parties agreed to litigate any disputes in the Court of Common Pleas of Westmoreland County.
- 187. Pursuant to the Woodridge Contract and at the special instance and request of the Defendant Woodridge, DNA began providing nursing personnel to Defendant Woodridge as is more particularly set forth in DNA's Invoices.
- 188. True and correct copies of DNA's Invoices, which are incorporated as if fully rewritten herein, are attached hereto, collectively marked Exhibit "26", and made a part hereof.
- 189. Defendant Woodridge received and accepted the aforementioned nursing and nursing aides' services.
- 190. The prices charged by DNA were the fair, reasonable and market prices that prevailed at the times of the transactions.
- 191. The prices charged by DNA were the prices that Defendant Woodridge agreed to pay.
- 192. Payments were due at DNA's place of business as evidenced by Plaintiff's Invoices. See, Exhibit 26.

- 193. DNA avers that the balance due amounts to \$52,412.91, as is more specifically shown by DNA's Statement of Account.
- 194. A true and correct copy of DNA's Statement of Account is attached hereto, marked Exhibit "27", and made a part hereof.
- 195. DNA claims interest at the rate of 1.5% per month as damages on the balance due and owing.
- 196. Although repeatedly requested to do so by DNA, Defendant Woodridge has willfully failed and refused to pay the aforesaid balance, interest, or any part thereof to DNA.
- 197. Despite providing nursing personnel to Defendant Woodridge in good faith and per Defendant Woodridge's request, Defendant Woodridge has failed to make payments to DNA in accordance with the terms of the Woodridge Contract.
- 198. Defendant Woodridge has failed to pay the principal balance, interest, or any part thereof to DNA as of the present date.
- 199. Defendant Woodridge's failure to pay DNA is a breach of the Woodridge Contract.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Woodridge Healthcare LLC d/b/a Woodridge Healthcare, in the amount of \$52,412.91 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT X - UNJUST ENRICHMENT (in the alternative to Count I) (Dedicated Nursing Associates, Inc. v. Akron Healthcare LLC)

200. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

- 201. To the extent that Defendant Akron denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count I, that Defendant Akron has been unjustly enriched.
- 203. DNA provided Defendant Akron with nursing personnel at the special instance and request of Defendant Akron for the purpose of continuing operations at the Akron Facility.
 - 204. Defendant Akron realized the benefit of said nursing personnel.
- 205. To allow Defendant Akron to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 206. DNA has been damaged in the principal amount of \$225.00, representing the value of said nursing personnel.
- 207. Although repeatedly requested to do so by DNA, Defendant Akron has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Akron Healthcare LLC d/b/a Akron Healthcare, in the alternative to Count I, in the amount of \$225.00.

COUNT XI - UNJUST ENRICHMENT (in the alternative to Count II) (Dedicated Nursing Associates, Inc. v. Bellefontaine Healthcare LLC)

- 208. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 209. To the extent that Defendant Bellefontaine denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count II, that Defendant Bellefontaine has been unjustly enriched.

- 210. DNA provided Defendant Bellefontaine with nursing personnel at the special instance and request of Defendant Bellefontaine for the purpose of continuing operations at the Bellefontaine Facility.
 - 211. Defendant Bellefontaine realized the benefit of said nursing personnel.
- 212. To allow Defendant Bellefontaine to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 213. DNA has been damaged in the principal amount of \$153,732.19, representing the value of said nursing personnel.
- 214. Although repeatedly requested to do so by DNA, Defendant Bellefontaine has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Bellefontaine Healthcare LLC d/b/a Bellefontaine Healthcare, in the alternative to Count I, in the amount of \$153,732.19.

COUNT XII - UNJUST ENRICHMENT (in the alternative to Count III) (Dedicated Nursing Associates, Inc. v. Euclid Beach Healthcare LLC)

- 215. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 216. To the extent that Defendant Euclid Beach denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count III, that Defendant Euclid Beach has been unjustly enriched.
- 217. DNA provided Defendant Euclid Beach with nursing personnel at the special instance and request of Defendant Euclid Beach for the purpose of continuing operations at the Euclid Beach Facility.
 - 218. Defendant Euclid Beach realized the benefit of said nursing personnel.

- 219. To allow Defendant Euclid Beach to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 220. DNA has been damaged in the principal amount of \$40,938.85, representing the value of said nursing personnel.
- 221. Although repeatedly requested to do so by DNA, Defendant Euclid Beach has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Euclid Beach Healthcare LLC d/b/a Euclid Beach Healthcare, in the alternative to Count III, in the amount of \$40,938.85.

(Dedicated Nursing Associates, Inc. v. Greenville Healthcare LLC)

- 222. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 223. To the extent that Defendant Greenville denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count IV, that Defendant Greenville has been unjustly enriched.
- 224. DNA provided Defendant Greenville with nursing personnel at the special instance and request of Defendant Greenville for the purpose of continuing operations at the Greenville Facility.
 - 225. Defendant Greenville realized the benefit of said nursing personnel.
- 226. To allow Defendant Greenville to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 227. DNA has been damaged in the principal amount of \$100,778.77, representing the value of said nursing personnel.

228. Although repeatedly requested to do so by DNA, Defendant Greenville has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Greenville Healthcare LLC d/b/a Greenville Healthcare, in the alternative to Count IV, in the amount of \$100,778.77.

COUNT XIV - UNJUST ENRICHMENT (in the alternative to Count V) (Dedicated Nursing Associates, Inc. v. North Olmsted Healthcare LLC)

- 229. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 230. To the extent that Defendant Olmsted denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count V, that Defendant Olmsted has been unjustly enriched.
- 231. DNA provided Defendant Olmsted with nursing personnel at the special instance and request of Defendant Olmsted for the purpose of continuing operations at the Olmsted Facility.
 - 232. Defendant Olmsted realized the benefit of said nursing personnel.
- 233. To allow Defendant Olmsted to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 234. DNA has been damaged in the principal amount of \$6,385.75, representing the value of said nursing personnel.
- 235. Although repeatedly requested to do so by DNA, Defendant Olmsted has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, North Olmsted Healthcare LLC d/b/a North Olmsted Healthcare, in the alternative to Count V, in the amount of \$6,385.75.

COUNT XV - UNJUST ENRICHMENT (in the alternative to Count VI) (Dedicated Nursing Associates, Inc. v. Madeira Healthcare LLC)

- 236. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 237. To the extent that Defendant Madeira denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count VI, that Defendant Madeira has been unjustly enriched.
- 238. DNA provided Defendant Madeira with nursing personnel at the special instance and request of Defendant Madeira for the purpose of continuing operations at the Madeira Facility.
 - 239. Defendant Madeira realized the benefit of said nursing personnel.
- 236. To allow Defendant Madeira to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 240. DNA has been damaged in the principal amount of \$5,995.75, representing the value of said nursing personnel.
- 241. Although repeatedly requested to do so by DNA, Defendant Madeira has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Madeira Healthcare LLC d/b/a Madeira Healthcare, in the alternative to Count VI, in the amount of \$5,995.75.

COUNT XVI - UNJUST ENRICHMENT (in the alternative to Count VII) (Dedicated Nursing Associates, Inc. v. Mayfield Heights Healthcare LLC)

242. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

- 243. To the extent that Defendant Mayfield denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count VII, that Defendant Mayfield has been unjustly enriched.
- 244. DNA provided Defendant Mayfield with nursing personnel at the special instance and request of Defendant Mayfield for the purpose of continuing operations at the Mayfield Facility.
 - 245. Defendant Mayfield realized the benefit of said nursing personnel.
- 246. To allow Defendant Mayfield to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 247. DNA has been damaged in the principal amount of \$320.00, representing the value of said nursing personnel.
- 248. Although repeatedly requested to do so by DNA, Defendant Mayfield has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Mayfield Heights Healthcare LLC d/b/a Mayfield Heights Healthcare, in the alternative to Count VII, in the amount of \$320.00.

COUNT XVII - UNJUST ENRICHMENT (in the alternative to Count VIII) (Dedicated Nursing Associates, Inc. v. Waterville Healthcare LLC)

- 249. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 250. To the extent that Defendant Waterville denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count VIII, that Defendant Waterville has been unjustly enriched.

- 251. DNA provided Defendant Waterville with nursing personnel at the special instance and request of Defendant Waterville for the purpose of continuing operations at the Waterville Facility.
 - 252. Defendant Waterville realized the benefit of said nursing personnel.
- 253. To allow Defendant Waterville to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 254. DNA has been damaged in the principal amount of \$59,164.83, representing the value of said nursing personnel.
- 255. Although repeatedly requested to do so by DNA, Defendant Waterville has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Waterville Healthcare LLC d/b/a Waterville Healthcare, in the alternative to Count VIII, in the amount of \$59,164.83.

COUNT XVIII - UNJUST ENRICHMENT (in the alternative to Count IX) (Dedicated Nursing Associates, Inc. v. Woodridge Healthcare LLC)

- 256. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 257. To the extent that Defendant Woodridge denies the existence of an express agreement in this matter, which is denied, then DNA alleges, in the alternative to Count IX, that Defendant Woodridge has been unjustly enriched.
- 258. DNA provided Defendant Woodridge with nursing personnel at the special instance and request of Defendant Woodridge for the purpose of continuing operations at the Woodridge Facility.
 - 259. Defendant Woodridge realized the benefit of said nursing personnel.

- 260. To allow Defendant Woodridge to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 261. DNA has been damaged in the principal amount of \$27,336.28, representing the value of said nursing personnel.
- 262. Although repeatedly requested to do so by DNA, Defendant Woodridge has willfully failed and refused to pay the aforesaid principal balance to Plaintiff.

WHEREFORE, Plaintiff, Dedicated Nursing Associates, Inc., demands judgment against Defendant, Woodridge Healthcare LLC d/b/a Woodridge Healthcare, in the alternative to Count IX, in the amount of \$27,336.28.

COUNT XIX - UNJUST ENRICHMENT (Dedicated Nursing Associates, Inc. v. Boulder Operations Holdings LLC)

- 263. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 264. Upon information and belief, including Ownership Information from Medicare's website, Boulder Operations Holdings LLC owned and operated Defendant Waterville, Defendant Mayfield, Defendant Olmsted, Defendant Euclid, Defendant Bellefontaine and Defendant Akron at the time(s) at which the transactions which form the subject matter of this Complaint took place.

 See, "Billing Information" in Exhibits 1, 4, 7, 13, 19, and 22.
- 265. True and correct copies of the Ownership Information from Medicare's website for each Defendant Facility are attached hereto, collectively marked Exhibit "28" and made a part hereof.
- 266. On information and belief, Defendant Boulder continues to own and operate

 Defendant Waterville, Defendant Mayfield, Defendant Olmsted, Defendant Euclid, Defendant

 Bellefontaine and Defendant Akron as well as the other Defendant Facilities.

- 267. On information and belief, Defendant Boulder receives profits from its ownership of the Facilities.
- 268. It has become increasingly common in the nursing, rehabilitation and assisted living industry for skilled nursing facilities to be sold and purchased quickly, frequently and without notice to vendors or provisions for creditors.
- 269. These practices are designed *inter alia* to attempt to avoid vendors' invoices and existing creditors.
- 270. At the special instance and request of the Facilities, DNA provided nursing personnel to the Facilities, as is more particularly set forth in DNA's Invoices. See, Exhibits 2, 5, 8, 11, 14, 17, 20, 23 and 26.
- 271. Without the nursing personnel provided by DNA, the Facilities would not have been able to continue operations.
- 272. Defendant Boulder realized the benefit of said nursing personnel as the Facilities were able to continue operating and, and therefore, continue to generate income.
- 273. Upon information and belief, Defendant Boulder was aware of the use of DNA's nursing personnel.
- 274. To allow Defendant Boulder to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 275. DNA has been damaged in the principal amount of \$260,766.62, representing the value of said nursing personnel.
- 276. Although repeatedly requested to do so by DNA, Defendant Boulder has willfully failed and refused to pay the aforesaid principal balance to DNA.

WHEREFORE, Plaintiff demands judgment against Defendant, Boulder Operations Holdings LLC, in the amount of \$260,766.62.

COUNT XX - UNJUST ENRICHMENT (Dedicated Nursing Associates, Inc. v. Hillstone Healthcare, Inc.)

- 277. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 278. Upon information and belief, Defendant Hillstone had an ownership interest in operated Defendant Woodridge and Defendant Bellefontaine at the time(s) at which the transactions which form the subject matter of this Complaint took place. See, "Billing Information": "Company Billing Name" in Exhibits 4, and 25.
- 279. Upon information and belief, Defendant Hillstone received and may still receive profits from its ownership of Defendant Woodridge and Defendant Bellefontaine.
- 280. At the special instance and request of the Defendant Woodridge and Defendant Bellefontaine, DNA provided nursing personnel to Defendant Woodridge and Defendant Bellefontaine, as is more particularly set forth in DNA's Invoices. See, Exhibits 5 and 26.
- 281. Without the nursing personnel provided by DNA, the Defendant Woodridge and Defendant Bellefontaine would not have been able to continue operations.
- 282. Defendant Hillstone realized the benefit of said nursing personnel as Defendant Woodridge and Defendant Bellefontaine were able to continue operating and, and therefore, continue to generate income.
- 283. Upon information and belief, Defendant Hillstone was aware of the use of DNA's nursing personnel.
- 284. To allow Defendant Hillstone to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 285. DNA has been damaged in the principal amount of \$181,068.47, representing the value of said nursing personnel.

286. Although repeatedly requested to do so by DNA, Defendant Hillstone has willfully failed and refused to pay the aforesaid principal balance to DNA.

WHEREFORE, Plaintiff demands judgment against Defendant, Hillstone Healthcare, Inc., in the amount of \$181,068.47.

COUNT XXI – UNJUST ENRICHMENT

(Dedicated Nursing Associates, Inc. v. SRZ MGMT Holdings LLC, SIRO MGMT Big River LLC, SIRO MGMT Royal Oak LLC, SIRO MGMT Oakwood LLC and Reach AW Management LLC, jointly and severally)

- 287. DNA incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 288. Upon information and belief, "Reach LTC" had had an ownership interest in Defendant Greenville at the time(s) at which the transactions which form the subject matter of this Complaint took place. See, "Billing Information": "Company Billing Name" in Exhibit 10.
 - 289. Reach LTC is a fictitious name registered with the Missouri Secretary of State.
- 290. A true and correct copy of the information generated for "Reach LTC" pursuant to the website for the Missouri Secretary of State is attached hereto, marked Exhibit "29" and made a part hereof.
- 291. Upon information and belief, Defendant SRZ, Defendant Big River, Defendant Royal Oak, Defendant Oakwood and Defendant AW are the owners of "Reach LTC".
- 292. True and correct copies of the Registration of Fictitious name for "Reach LTC" by Defendant SRZ, Defendant Big River, Defendant Royal Oak, Defendant Oakwood and Defendant AW are attached hereto, collectively marked "Exhibit 30" and made a part hereof.
- 293. Upon information and belief, Defendant SRZ, Defendant Big River, Defendant Royal Oak, Defendant Oakwood and Defendant AW received and may still receive profits from its ownership of Defendant Greenville.

- 294. At the special instance and request of the Defendant Greenville, DNA provided nursing personnel to Defendant Greenville, as is more particularly set forth in DNA's Invoices.

 See, Exhibit 11.
- 295. Without the nursing personnel provided by DNA, the Defendant Greenville would not have been able to continue operations.
- 296. Defendant SRZ, Defendant Big River, Defendant Royal Oak, Defendant Oakwood and Defendant AW realized the benefit of said nursing personnel as Defendant Greenville was able to continue operating and, and therefore, continue to generate income.
- 297. Upon information and belief, Defendant SRZ, Defendant Big River, Defendant Royal Oak, Defendant Oakwood and Defendant AW were aware of the use of DNA's nursing personnel.
- 298. To allow Defendant SRZ, Defendant Big River, Defendant Royal Oak, Defendant Oakwood and Defendant AW to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 299. DNA has been damaged in the principal amount of \$100,778.77, representing the value of said nursing personnel.
- 300. Although repeatedly requested to do so by DNA, Defendant SRZ, Defendant Big River, Defendant Royal Oak, Defendant Oakwood and Defendant AW have willfully failed and refused to pay the aforesaid principal balance to DNA.

WHEREFORE, Plaintiff demands judgment against Defendants SRZ MGMT Holdings
LLC d/b/a Reach LTC, SIRO MGMT Big River LLC d/b/a Reach LTC, SIRO MGMT Royal Oak
LLC d/b/a Reach LTC, SIRO MGMT Oakwood LLC d/b/a Reach LTC and Reach AW
Management LLC d/b/a Reach LTC, jointly and severally, in the amount of \$100,778.77.

COUNT XXII – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT AKRON LLC D/B/A HIGHLAND SOUARE REHABILITATION AND NURSING CENTER

- 301. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 302. Highland Square Rehabilitation and Nursing Center is a registered trade name owned by Buckeye Forest at Akron LLC.
- 303. A true and correct copy of the Trade Name Registration for Highland Square Rehabilitation and Nursing Center is attached hereto, marked Exhibit "31" and made a part hereof.
- 304. Pursuant to Medicare.gov, the legal business name of Highland Square Rehabilitation and Nursing Center is Buckeye Forest at Akron LLC.
- 305. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit "32" and made a part hereof.
- 306. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Highland Square Rehabilitation and Nursing Center Facility.
- 307. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 308. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 309. As a result, the purchaser, Akron Buckeye, assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Akron LLC d/b/a Highland Square Rehabilitation and Nursing Center in the amount of \$406.40 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT XXIII – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT BELLEFONTAINE LLC D/B/A AYDEN HEALTHCARE OF BELLE SPRINGS

- 310. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 311. Pursuant to Medicare.gov, the legal business name of Ayden Healthcare of Belle Springs is Buckeye Forest at Bellefontaine LLC.
- 312. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit "33" and made a part hereof.
- 313. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Ayden Healthcare of Belle Springs Facility.
- 314. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 315. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 316. As a result, the purchaser, Buckeye Forest at Bellefontaine LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Bellefontaine LLC d/b/a Ayden Healthcare of Belle Springs in the amount of \$274,655.55 with continuing interest at the rate of 1.5% per month from January 24, 2023.

<u>COUNT XXIV – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT</u> <u>CLEVELAND LLC D/B/A GARDENS OF EUCLID BEACH</u>

- 317. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 318. Gardens of Euclid Beach is a registered trade name owned by Buckeye Forest at Cleveland LLC.
- 319. A true and correct copy of the Trade Name Registration for Gardens of Euclid Beach is attached hereto, marked Exhibit "34" and made a part hereof.
- 320. Pursuant to Medicare.gov, the legal business name of Gardens of Euclid Beach is Buckeye Forest at Cleveland LLC.
- 321. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit 35" and made a part hereof.
- 322. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Gardens of Euclid Beach Facility.
- 323. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 324. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 325. As a result, the purchaser, Buckeye Forest at Cleveland LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Cleveland LLC d/b/a Gardens of Euclid Beach in the amount of \$86,153.47 with continuing interest at the rate of 1.5% per month from January 24, 2023.

<u>COUNT XXV – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT</u> <u>GREENVILLE LLC D/B/A AYDEN HEALTHCARE OF GREENVILLE</u>

- 326. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 327. Pursuant to Medicare.gov, the legal business name of Ayden Healthcare of Greenville is Buckeye Forest at Greenville LLC.
- 328. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit "36" and made a part hereof.
- 329. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Ayden Healthcare of Greenville Facility.
- 330. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 331. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 332. As a result, the purchaser, Buckeye Forest at Greenville LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Greenville LLC d/b/a Ayden Healthcare of Greenville in the amount of \$181,058.91 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT XXVI – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT MADEIRA LLC D/B/A AYDEN HEALTHCARE OF MADEIRA

- 333. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 334. Pursuant to Medicare.gov, the legal business name of Ayden Healthcare of Madeira is Buckeye Forest at Madeira LLC.
- 335. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit "37" and made a part hereof.
- 336. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Ayden Healthcare of Madeira Facility.
- 337. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 338. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 339. As a result, the purchaser, Buckeye Forest at Madeira LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Madeira LLC d/b/a Ayden Healthcare of Madeira in the amount of \$11,006.25 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT XXVII – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT MAYFIELD HEIGHTS LLC D/B/A GARDENS OF MAYFIELD HEIGHTS

340. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

- 341. Gardens of Mayfield Heights is a registered trade name owned by Buckeye Forest at Mayfield Heights LLC.
- 342. A true and correct copy of the Trade Name Registration for Gardens of Mayfield Heights is attached hereto, marked Exhibit "38" and made a part hereof.
- 343. Pursuant to Medicare.gov, the legal business name of Gardens of Mayfield Heights is Buckeye Forest at Mayfield Heights LLC.
- 344. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit "39" and made a part hereof.
- 345. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Gardens of Mayfield Heights Facility.
- 346. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 347. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 348. As a result, the purchaser, Buckeye Forest at Mayfield Heights LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Mayfield Heights LLC d/b/a Gardens of Mayfield Heights in the amount of \$569.86 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT XXVIII – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT NORTH OLMSTED LLC D/B/A GARDENS OF NORTH OLMSTED

- 349. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 350. Gardens of North Olmsted is a registered trade name owned by Buckeye Forest at North Olmsted LLC.
- 351. A true and correct copy of the Trade Name Registration for Gardens of North Olmsted is attached hereto, marked Exhibit "40" and made a part hereof.
- 352. Pursuant to Medicare.gov, the legal business name of Gardens of North Olmsted is Buckeye Forest at North Olmsted LLC.
- 353. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit 41" and made a part hereof.
- 354. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Gardens of North Olmsted Facility.
- 355. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 356. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 357. As a result, the purchaser, Buckeye Forest at North Olmsted LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at North Olmsted LLC d/b/a Gardens of North Olmsted in the amount of \$11,531.31 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT XXIX – SUCCESSOR LIABILITY OF BUCKEYE FOREST AT WATERVILLE LLC D/B/A AYDEN HEALTHCARE OF WATERVILLE

- 358. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 359. Pursuant to Medicare.gov, the legal business name of Ayden Healthcare of Waterville is Buckeye Forest at Waterville LLC.
- 360. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit "42" and made a part hereof.
- 361. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Ayden Healthcare of Waterville Facility.
- 362. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 363. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 364. As a result, the purchaser, Buckeye Forest at Waterville LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Waterville LLC d/b/a Ayden Healthcare of Waterville in the amount of \$107,672.03 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT XXX - SUCCESSOR LIABILITY OF BUCKEYE FOREST AT FAIRFIELD LLC D/B/A AYDEN HEALTHCARE OF FAIRFIELD

- 365. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 366. Ayden Healthcare of Fairfield is a registered trade name owned by Buckeye Forest at Fairfield LLC.
- 367. A true and correct copy of the Trade Name Registration for Ayden Healthcare of Fairfield is attached hereto, marked Exhibit "43" and made a part hereof.
- 368. Pursuant to Medicare.gov, the legal business name of Ayden Healthcare of Fairfield is Buckeye Forest at Fairfield LLC.
- 369. A true and correct copy of the information for the Facility from Medicare.gov is attached hereto, marked Exhibit "44" and made a part hereof.
- 370. Pursuant to Susan Koenig's testimony at the Section 341 Creditors' Meeting, there is continuity of the management, personnel, physical location, assets and general business operations of the Ayden Healthcare of Fairfield Facility.
- 371. The Original Defendants ceased their ordinary business operations and filed for bankruptcy immediately after the transfer of the Facilities.
- 372. Pursuant to the testimony of Susan Koenig at the Section 341 Creditors' Meeting, no notice of the transfer of the Facilities was provided to creditors of the Facilities.
- 373. As a result, the purchaser, Buckeye Forest at Fairfield LLC assumed the obligations of the seller ordinarily necessary for the uninterrupted continuation of normal business operations.

WHEREFORE, Plaintiff demands judgment against Defendant Buckeye Forest at Fairfield LLC d/b/a Ayden Healthcare of Fairfield in the amount of \$52,412.91 with continuing interest at the rate of 1.5% per month from January 24, 2023.

COUNT XXXI – ACTUAL FRAUD PURSUANT TO 12 Pa.C.S.A. §5104(a)(1) AS
TO DEFENDANTS BUCKEYE FOREST AT AKRON LLC, BUCKEYE FOREST AT
BELLEFONTAINE LLC, BUCKEYE FOREST AT CLEVELAND LLC, BUCKEYE
FOREST AT GREENVILLE LLC, BUCKEYE FOREST AT MADEIRA LLC, BUCKEYE
FOREST AT MAYFIELD HEIGHTS LLC, BUCKEYE FOREST AT NORTH OLMSTED
LLC, BUCKEYE FOREST AT WATERVILLE LLC, BUCKEYE FOREST AT
FAIRFIELD LLC, AND MED HEALTHCARE PARTNERS LLC
(Jointly and severally)

- 374. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 375. Defendants Akron Healthcare LLC, Bellefontaine Healthcare LLC, Euclid Beach Healthcare LLC, Greenville Healthcare LLC, North Olmsted Healthcare LLC, Madeira Healthcare LLC, Mayfield Heights Healthcare LLC, Waterville Healthcare LLC, Woodridge Healthcare LLC owned and operated the Facilities at the times at which the transactions which form the subject matter of this Complaint took place.
- 376. In fact, Defendants Akron Healthcare LLC, Bellefontaine Healthcare LLC, Euclid Beach Healthcare LLC, Greenville Healthcare LLC, North Olmsted Healthcare LLC, Madeira Healthcare LLC, Mayfield Heights Healthcare LLC, Waterville Healthcare LLC, Woodridge Healthcare LLC owned and operated the Facilities during more than three (3) years of litigation with regard to the instant matter.
- 377. Upon information and belief, on or about December 31, 2021, the Facilities were sold to Med Healthcare Partners for consideration in the amount of \$145 million.
- 378. The Facilities are now legally owned by Defendants, Buckeye Forest at Akron LLC, Buckeye Forest at Bellefontaine LLC, Buckeye Forest at Cleveland LLC, Buckeye Forest at Greenville LLC, Buckeye Forest at Madeira LLC, Buckeye Forest at Mayfield Heights LLC,

Buckeye Forest at North Olmsted LLC, Buckeye Forest at Waterville LLC, and Buckeye Forest at Fairfield LLC (the "New Owners").

- 379. The transfer occurred after the debt owed to DNA was incurred.
- 380. The New Owners are limited liability companies organized under the laws of New York State.
- 381. The New Owners each registered to do business in the State of Ohio on October 22, 2021.
- 382. True and correct copies of the Foreign Limited Liability Company Registrations with the Ohio Department of State for the New Owners are attached hereto, collectively marked Exhibit "45" and made a part hereof.
- 383. Never once during the course of litigation was Plaintiff or Plaintiff's counsel ever informed of the possibility of a transfer of the Facilities.
 - 384. The New Owners knew or should have known of the debts owed to DNA.
- 385. The New Owners knew or should have known of the litigation regarding the debts owed to DNA.
- 386. The transfer was made with actual intent to hinder, delay or defraud DNA as evidenced by the following factors pursuant to 12 Pa.C.S.A. 5104(b):
 - a. The transfer of the Facilities was concealed from DNA;
 - b. The debt owed to DNA was incurred prior to the transfers;
- c. The transfers were of substantially all of the assets of Akron Healthcare LLC, Bellefontaine Healthcare LLC, Euclid Beach Healthcare LLC, Greenville Healthcare LLC, North Olmsted Healthcare LLC, Madeira Healthcare LLC, Mayfield Heights Healthcare LLC, Waterville Healthcare LLC, Woodridge Healthcare LLC; and

d. Akron Healthcare LLC, Bellefontaine Healthcare LLC, Euclid Beach Healthcare LLC, Greenville Healthcare LLC, North Olmsted Healthcare LLC, Madeira Healthcare LLC, Mayfield Heights Healthcare LLC, Waterville Healthcare LLC, Woodridge Healthcare LLC became insolvent as a result of or very shortly after the transfer of ownership of the Facilities.

WHEREFORE, Plaintiff Dedicated Nursing Associates, Inc. respectfully requests the entry of judgment in its favor and against Defendants, Buckeye Forest at Akron LLC, Buckeye Forest at Bellefontaine LLC, Buckeye Forest at Cleveland LLC, Buckeye Forest at Greenville LLC, Buckeye Forest at Madeira LLC, Buckeye Forest at Mayfield Heights LLC, Buckeye Forest at North Olmsted LLC, Buckeye Forest at Waterville LLC, and Buckeye Forest at Fairfield LLC and MED Healthcare Partners LLC, jointly and severally, granting the following relief pursuant to 12 Pa.C.S.A. § 5107:

- a. Avoidance of the transfer of the Facilities;
- b. Attaching a lien against the Facilities and their assets which was created by the fraudulent transfer thereof;
- c. enjoining Defendants from further disposition or transfer of the Facility and its assets until further Order of Court;
- d. Granting all other available damages, remedies, interest, attorneys' fees, and/or court costs and all such other relief as this honorable Court deems just and proper.

COUNT XXXII - UNJUST ENRICHMENT (Dedicated Nursing Associates, Inc. v. Ephram Lahasky)

387. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.

- 388. Pursuant to Medicare.gov, Defendant, Ephram Lahasky holds a 100% direct ownership interest in Ayden of Healthcare of Belle Springs Facility, the Ayden Healthcare of Greenville Facility and the Ayden Healthcare of Waterville Facility.
- 389. True and correct copies of the ownership information from Medicare.gov for the Ayden of Healthcare of Belle Springs Facility, the Ayden Healthcare of Greenville Facility and the Ayden Healthcare of Waterville Facility are attached hereto, collectively marked Exhibit "46" and made a part hereof.
- 390. Upon information and belief, Defendant receives profits from his ownership of the Ayden of Healthcare of Belle Springs Facility, the Ayden Healthcare of Greenville Facility and the Ayden Healthcare of Waterville Facility.
- 391. At the special instance and request of the Facilities, DNA provided nursing personnel to the Ayden of Healthcare of Belle Springs Facility, the Ayden Healthcare of Greenville Facility and the Ayden Healthcare of Waterville Facility, as is more particularly set forth in DNA's Invoices. See, Exhibit 11.
- 392. Without the nursing personnel provided by DNA, the Ayden of Healthcare of Belle Springs Facility, the Ayden Healthcare of Greenville Facility and the Ayden Healthcare of Waterville Facility would not have been able to continue operations.
- 393. Defendant Ephram Lahasky realized the benefit of said nursing personnel as the Ayden of Healthcare of Belle Springs Facility, the Ayden Healthcare of Greenville Facility and the Ayden Healthcare of Waterville Facility were able to continue operating and, and therefore, continue to generate income.
- 394. Upon information and belief, Defendant Ephram Lahasky was aware of the use of DNA's nursing personnel.

- 395. Further, Ephram Lahasky also holds an ownership interest in facilities which are the subject of another lawsuit currently pending with DNA in the Westmoreland County Court of Common Pleas at Docket No. 5170 of 2016.
- 396. To allow Defendant Ephram Lahasky to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 397. DNA has been damaged in the principal amount of \$313,675.79, representing the value of said nursing personnel.

WHEREFORE, Plaintiff demands judgment against Defendant Ephram Lahasky in the amount of \$313,675.79.

COUNT XXXIII – UNJUST ENRICHMENT

(Dedicated Nursing Associates, Inc. v. Solomon A. Kazarnovsky and Abba Stein, jointly and severally)

- 398. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 399. Pursuant to Medicare.gov, Defendant, Solomon A. Kazarnovsky holds a 50% direct ownership interest in the Ayden of Healthcare of Madeira Facility, the Ayden Healthcare of Fairfield Facility.
- 400. Pursuant to Medicare.gov, Defendant, Abba Stein holds a 50% direct ownership interest in the Ayden of Healthcare of Madeira Facility, the Ayden Healthcare of Fairfield Facility.
- 401. True and correct copies of the ownership information from Medicare.gov for the Ayden of Healthcare of Madeira Facility and the Ayden Healthcare of Fairfield Facility are attached hereto, collectively marked Exhibit "47" and made a part hereof.

- 402. Upon information and belief, Defendants Solomon A. Kazarnovsky and Abba Stein receive profits from their ownership of the Ayden of Healthcare of Madeira Facility and the Ayden Healthcare of Fairfield Facility.
- 403. At the special instance and request of the Facilities, DNA provided nursing personnel to the Ayden of Healthcare of Madeira Facility and the Ayden Healthcare of Fairfield Facility, as is more particularly set forth in DNA's Invoices. See, Exhibit 11.
- 404. Without the nursing personnel provided by DNA, Ayden of Healthcare of Madeira Facility and the Ayden Healthcare of Fairfield Facility would not have been able to continue operations.
- 405. Defendants Solomon A. Kazarnovsky and Abba Stein realized the benefit of said nursing personnel as the Ayden of Healthcare of Madeira Facility and the Ayden Healthcare of Fairfield Facility were able to continue operating and, and therefore, continue to generate income.
- 406. To allow Defendants Solomon A. Kazarnovsky and Abba Stein to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 407. DNA has been damaged in the principal amount of \$33,332.03 representing the value of said nursing personnel.

WHEREFORE, Plaintiff demands judgment against Defendants Solomon A. Kazarnovsky and Abba Stein, jointly and severally, in the amount of \$33,332.03.

COUNT XXXIV - UNJUST ENRICHMENT (Dedicated Nursing Associates, Inc. v. Mordechai A. Weisz)

- 408. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 409. Pursuant to Medicare.gov, Defendant, Mordechai A. Weisz holds a 100% direct ownership interest in the Gardens of Mayfield Village Facility.

- 410. A true and correct copy of the ownership information from Medicare.gov for the Gardens of Mayfield Village Facility is attached hereto, marked Exhibit "48" and made a part hereof.
- 411. Upon information and belief, Defendant receives profits from his ownership of the Gardens of Mayfield Village Facility.
- 412. At the special instance and request of the Facility, DNA provided nursing personnel to the Gardens of Mayfield Village Facility, as is more particularly set forth in DNA's Invoices.

 See, Exhibit 11.
- 413. Without the nursing personnel provided by DNA, the Gardens of Mayfield Village Facility would not have been able to continue operations.
- 414. Defendant Mordechai A. Weisz realized the benefit of said nursing personnel as the Gardens of Mayfield Village Facility was able to continue operating and, and therefore, continue to generate income.
- 415. To allow Defendant Mordechai A. Weisz to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 416. DNA has been damaged in the principal amount of \$320.00 representing the value of said nursing personnel.

WHEREFORE, Plaintiff demands judgment against Defendant Mordechai A. Weisz in the amount of \$320.00.

COUNT XXXV - UNJUST ENRICHMENT (Dedicated Nursing Associates, Inc. v. Eli M. Leshkowitz)

- 417. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 418. Pursuant to Medicare.gov, Defendant, Eli M. Leshkowitz holds a 100% direct ownership interest in the Gardens of North Olmsted Facility.
- 419. A true and correct copy of the ownership information from Medicare.gov for the Gardens of North Olmsted Facility is attached hereto, marked Exhibit "49" and made a part hereof.
- 420. Upon information and belief, Defendant Eli M. Leshkowitz receives profits from his ownership of the Gardens of North Olmsted Facility.
- 421. At the special instance and request of the Facility, DNA provided nursing personnel to the Gardens of North Olmsted Facility, as is more particularly set forth in DNA's Invoices. See, Exhibit 11.
- 422. Without the nursing personnel provided by DNA, the Gardens of North Olmsted Facility would not have been able to continue operations.
- 423. Defendant Eli M. Leshkowitz realized the benefit of said nursing personnel as the Gardens of North Olmsted Facility was able to continue operating and, and therefore, continue to generate income.
- 424. To allow Defendant Eli M. Leshkowitz to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 425. DNA has been damaged in the principal amount of \$6,385.75 representing the value of said nursing personnel.

WHEREFORE, Plaintiff demands judgment against Defendant Eli M. Leshkowitz in the amount of \$6,385.75.

COUNT XXXVI - UNJUST ENRICHMENT (Dedicated Nursing Associates, Inc. v. MED Healthcare Partners LLC)

- 426. Plaintiff incorporates herein by reference thereto each and every of the preceding paragraphs of this Complaint as if the same were more fully set forth herein.
- 427. Pursuant to the testimony of the authorized representative of the Initial Defendants during the Section 341 Creditors Meeting, Defendant MED Healthcare Partners LLC purchased the Facilities from the Initial Defendants on or about December 31, 2021 for the amount of \$145 million.
- 428. Upon information and belief, Defendant MED Healthcare Partners LLC receives profits from its ownership of the Facilities.
- 429. At the special instance and request of the Facilities, DNA provided nursing personnel to the Facilities, as is more particularly set forth in DNA's Invoices. See, Exhibit 11.
- 430. Without the nursing personnel provided by DNA, the Facilities would not have been able to continue operations.
- 431. Defendant MED Healthcare Partners LLC realized the benefit of said nursing personnel as the Facilities were able to continue operating and, and therefore, continue to generate income.
- 432. To allow Defendant MED Healthcare Partners LLC to receive and benefit from said nursing personnel without payment to DNA would be inequitable.
- 433. DNA has been damaged in the principal amount of \$394,877.42 representing the value of said nursing personnel.

WHEREFORE, Plaintiff demands judgment against Defendant MED Healthcare Partners LLC in the amount of \$394,877.42.

THE MIHOK LAW FIRM, P.C.

Jennifer 7's Mihok, Esquire

PA ID #203751

Attorney for Plaintiff

3706 Butler Street, Suite 327

Pittsburgh, PA 15201

412.860.0907

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jtm a mihoklaw.com

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworm falsification to authorities, and under penalty of perjury, that she is the Controller of Dedicated Nursing Associates, Inc., Plaintiff herein, that she is duly authorized to make this Verification and that the facts set forth in the foregoing AMENDED COMPLAINT are true and correct to the best of her knowledge, information and belief.

Date: 01/20/23

Amy Silveri

EXHIBIT 1

ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

 COMPENSATION (TIME RECORDS)
 Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate

SCHEDULING AND SUBSTITUTE STAFF

- Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the is only assessed that the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary. Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed while on assignment to the Contractor, however in no event will there be any less than a S6,000.00 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than \$6,000.00.

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made ' this 18th day of February 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626.

A N D

Akron Healthcare LLC, d/b/a – Highland Square Nursing and Rehab ("Contractor"), having its principle place of business at 1211 West Market Street, Akron, Ohio 44313.

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice.

They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons it furnishes to Contractor.

EXPENSES

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this

COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable is a special many contractors as primary responsibility for companies and regulations apply to Employees assigned to Contractor. This responsibility includes, but is not limited to, required information and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related obligations hereunder, and make this documentation available to DNA upon request. Contractor will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

CONFIDENCE OF INFORMATION

- A. Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish, communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to this Agreement

12. PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars annual aggregate

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GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

- 14. INDEPENDENT STATUS
 A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do

INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggreed party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief.

ADDITIONAL LIMITATIONS/REQUIREMENTS

- A. Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express permission from DNA
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of the Agreement.

NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceabile the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

DISASTERS AND RELATED EVENTS

Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.

ASSIGNMENT/SUCCESSORS AND ASSIGNS

A. Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.

FLOATING POLICIES AND COMPETENCE

Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA, Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.

SUBCONTRACTING

DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational patient incidents, injuries, safety inazards femice to the care and set trees provided, occupantial illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued nationt safety

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- A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor.
- B. If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the Employee must in fact be removed from the premises immediately.
- C. Contractor is responsible to determine the adequacy of each Employee's job performance. If Contractor determines that the Employee's performance is unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises

- B. This Agreement shall be binding upon any and all successors and assigns of Contractor. In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall have an affirmative duty to notify the potential buyer through the due diligence process have an artinuative duty to notify the potential buyer inrough the due difference process or otherwise of the binding nature of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereof so that DNA may assert all rights it has under this Agreement, including, but not limited to, those referenced in Sections 29.A., 11 and 17 hereof.
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification provisions of Section 11 herof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall not be limited to booked but unworked shifts

CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

FINAL AGREEMENT: SURVIVABILITY OF TERMS

This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full

TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall be from February 2019 to February 2020, and will automatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the thirty (30) day period after which any notice of intent to terminate without cause has been given.

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 64 of 154

NOTICE

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc.: 6536 William Penn Highway Rt 22 Suite 202

Delmont, Pennsylvania 15626

Contractor: 1211 West Market Street Akron, Ohio 44313

CHOICE OF LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity jurisdiction would apply.

35. EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby:

Dedicated	Nursing	Associates.	Inc.:

Title: Dated: Title: VPof Sales Dated: # 11= /19 Contractor: Entity: A Val A Heathcase LLC Title: Fdwinistrator Duted: 2/12/11 [Authorized Representative]

[Electronic signature/verification has the same legal significance as writing].

8

Exhibit A

Per-Diem Rates	Weekday	Weekend
a. State Tested Nursing Assistant	\$29.00/Hr	\$32.00/Hr
b. Licensed Practical Nurse	\$42.00/Hr	\$45.00/Hr
c. Registered Nurse	\$52.00/Hr	\$55.00/Hr
Contract Assignment Rates		
a. State Tested Nursing Assistant	\$36.00/Hr	\$39.00/Hr
b. Licensed Practical Nurse	\$49.00/Hr	\$52.00/Hr
c. Registered Nurse	\$59.00/Hr	\$62.00/Hr

^{*} Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel.

Any new service not listed will be added by an addendum attachment.

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

Saturday- 7:00 am-3:00 pm

3:00 pm-11:00 pm 11:00 pm-7:00 am

· Sunday-

7:00 am-3:00 pm 3:00 pm-11:00 pm

11:00 pm-7:00 am

Holiday Policy

The following days will be billed at 1 1/4 the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day - Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

Dedicated Nursing Associates, Inc Contract Forms	DNA	
DNA Contract Compliance		
	Document Number: Effective Date: 01/13/2016	
Document Title:		
Joint Commission Compliance Form	Revision Date:	
	Approved By: D.R./C.W.	
	Page Number: Page 9 of 9	

Balvatal Rurang Associates, Inc. (USA), as a Joint Developion certified argumentor, we encourage our clients to

- Provide an inheritories and traving prayram to such health care prefectional at the time of bine.

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Any client of Bedecated Burning Associates, Inc. is a recurreged to report a coreplant on concern to the Jeins Octomismion within IA columber days of the sensitial pinner rose to the complaint. You may contact the John Coverin soon by:

Mit // www. in the contract of the Contract of

9

Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 1/2)

Cancellation Policy for Per Diem Personnel

 Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge.

Cancellation Policy for Travel/Contract Assignment:

Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks agreed upon will be billed in full. If an employee works part of the assignment, that time and the unworked portion will also be billed. The billed time is not to exceed agreement unless an extension is required and documented. Minimum contract assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

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^{**} Specialty is considered any unit outside of Long Term Care, Med/Surg, Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty.

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 65 of 154

CONTACT CHECKLIST

Point of Contact	
Administrator: Name: LindSay fatigik	DON: Name:
E-mail: 1 portyak@boulde howithon	'E-mail:
Phone: 330-321-7791	Phone:
Scheduler/Staffing Coordinator: Name:	Other:
E-mail:	
Phone:	

Type of Facility: Vulgina + III vic	
Size/Number of Beds: (10	
Main Need (Discipline): STVA + LPN	
Currently Using Agency?	

- 1 Who (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.) ?
- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.) ?
- 3 When (ex: length of assignment, specific schedule/days, start date etc.)?
- 4 Where (ex: if multiple locations/wings, where is the help needed)?

12

EXHIBIT 2

Billing Information

Billing/Invoice	
Contact Name: I jnd Sou Patrial	Title: Administrator
Phone Number: 330-321-7791	E-mail Address: 1 portugal (a) boulder thea three

Company Billing Name:	Almon Healthcare L	10
Billing Address: 1311	WMarket St Arkn	
Involcing Preference:	(X) E-mail	() Mail
Payment Preference: Card	() ACH (\≠Check	() Credit
OT Rate:		Holiday Rate:
MSP/VMS fee (if applica	blel:	The state of the s
	oplicable) & Special billing	requirements:

13

Contingent Staffing Invoice

DNA

Dedicated Nursing Associates, Inc 6336 william Penn Hey Rt 22, Salte 201 Demont, R4 15626 (855) 149-6013

Akron Healthcare LLC, d/b/a-Highland Square Nursing and Rehalt 1211 West Market Street Akron JOH 44717

INVOICE Invoice No. 160057 Date 06/14/2019 Page 1

Terms PO Number

Please Send Payments to:
Dedicated Nursing Associates Inc.
6356 William Pen Hay R. 222, Suite 201
Delmont, PA 15626
Thank Too En Aldowing Us the Privilege of Serving You!
All Invoices that are past due per the terms of the contract will be charged interest at a rate of 1,5%.

PCDU Time continuent a entire an entire of continuent entire and continuent time and a time

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Invoice

Date	Invoice #
10/1/2019	3170i

Bill To	
Akron Healthcare LLC 1211 West Market Street Akron, OH 44313	

		P.O. No.	Terms	Project
			Net 30	
Quantity	Descr	iption	Rate	Amount
225	Interest Due on the Following Invoice #160087		0.0	015 3.38
			Total	\$3.38

EXHIBIT 3

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

To:
Akron Healthcare LLC
1211 West Market Street
Akron, OH 44313

Statement

Date 10/8/2019

				Amount Due	Amount Enc.
				\$228.38	
Date	Transaction			Amount	Balance
06:14/2019 10:01:2019	INV #160087, Due 07/14/201 INV #31701, Due 10/31/2019	9. Orig. Amount \$225.00. Orig. Amount \$3.38.		225.00 3.3x	225.0 228.3
CURRENT	1-30 DAYS PAST DUE	31-80 DAYS PAST DUE	61-90 DAYS PAST DUE	ÖVER 80 DAYS PAST DUE	Amount Due

EXHIBIT 4

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made 4th day of March, 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626,

A N D

Belle Springs Health and Rehabilitation ("Contractor"), having its principle place of business at 221 North School Street, Bellefontaine, Ohio 43311.

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by DNA

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

 EMPLOYEES TO BE PROVIDED
 The Employees to be provided include, but are not limited to, the following: RN's,
 LPN's, CNA's, HHA's and NA's

QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this

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COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable state laws and regulations thereunder, to the extent those laws and regulations apply to Employees assigned to Contractor. This responsibility includes, but is not limited to, required information and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related obligations hereunder, and make this documentation available to DNA upon request. Contractor will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

CONFIDENCE OF INFORMATION

- A. Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish, communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

INDEMNIFICATION

11. INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to this Agreement. this Agreement.

PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars

ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose

6. COMPENSATION CTIME RECORDS: Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate.

SCHEDULING AND SUBSTITUTE STAFF

- A. Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the as only unseased with an employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary, Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

8. HIRNG OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE
Contractor may wish to employ directly an Employee who has been supplied by DNA. In
the event of such a conversion to the employ of Contractor or to another employer to whom
Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee
is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA
or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services
performed while on assignment to the Contractor, however in no event will there be any less than
a \$6,000.00 conversion fee for any position. The same calculation will be used if Contractor
converts a DNA Employee to part-time status. Again, the conversion fee will not be less than
\$6,000.00

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

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13. GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

INDEPENDENT STATUS

- A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment All communications regarding staff scheduling with DNA Employees, whether written. verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do

 INJUNCTIVE RELIEF
 In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggreed party, shall be entitled to immediate injunctive relief to prevent the irreparable
 harm which will result in the absence of such relief.

3

FLOATING POLICIES AND COMPETENCE

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CHANGES TO AGREEMENT

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NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any

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A. Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.

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Dedicated Nursing Associates, Inc.: 6536 William Ponn Highway Rt 22

Suite 202

Delmont, Pennsylvania 15626

Contractor:

221 North School Stree

Bellefontaine, Ohio 43311

CHOICE OF LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity jurisdiction would apply.

EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby

	Dedicated Nursing Associa	ates, Inc.:		
Ву:	Julistla Resinhe	Title:	Account Representative D	ated: 5/9/2019
By:	Chris Evant	Title:	Contract Administrator	Dated: 5/9/2019
Litania	Contractor:			
Entity	BilleSome	Housin	c + Pshalo	
Ву:	(Showard)	Title:	Administrator	Dated: 4

STILLE: Administrator Dated: 4479 OH [Electronic signature/verification has the same legal significance as writing].

7

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Dedicated Nursing Associates, Inc Contract Forms	DELE
DNA Contract Compliance	DNA:
	Document Number:
Document Title:	Effective Date: 01/13/2016
Joint Commission Compliance Form	Revision Date:
	Approved By: D.R./C.W.
	Page Number: Page 9 of 9

- Provide an arrangement of the West Sense producement of the New of Very Limited the arrangement of the West Sense producement of the New of Americans and particularly througher proper to provide 30 Mess and was produced in Sense in the New Opening to the complete the samples of New Sense Agrees in provide 30 Mess and the Sense is the Sense in the New Opening to American and Agrees in providing and the Sense is the Sense in the Sense in the Sense in Sense

Any offend of Condessor Humany Assessment, Inc. is necessary to report a complaint or comment to the Joint Connection within 14 colonge of the connection of the complaint. You may context the Just Connections for

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Offices of fleatiny Nuclearing
The Joint Commission
Can Surestances Students
Subtract Correspond to SUSS

5/9/2019

4-119 CH 5/8/19

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Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 1/4).

Cancellation Policy for Per Diem Personnel

Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge.

Cancellation Policy for Travel/Contract Assignment:

 Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks
agreed upon will be billed in full. If an employee works part of the assignment, that
time and the unworked portion will also be billed. The billed time is not to exceed
agreement unless an extension is required and documented. Minimum contract assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

Exhibit A

Per-Diem Rates	Weekday	Weekend
a. State Tested Nursing Assistant	\$29.00/Hr	\$30.00/Hr
b. Licensed Practical Nurse	\$42.00/Hr	\$43.00/Hr
c. Registered Nurse	\$53.00/Hr	\$54.00/Hr
Contract Assignment Rates		
a. State Tested Nursing Assistant	\$36.00/Hr	\$37.00/Hr
b. Licensed Practical Nurse	\$49.00/Hr	\$\$0,00/Hr
c. Registered Nurse	\$59.00/Hr	\$61.00/Hr

^{*} Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel.
Any new service not listed will be added by an addeadum attachment.

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

 Saturday- 7:00 am-3:00 pm 3:00 pm-11:00 pm 11:00 pm-7:00 am • Sunday- 7:00 am-3:00 pm 3:00 pm-11:00 pm

11:00 pm-7:00 am

Holiday Policy The following days will be billed at 1 % the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day
- Martin Luther King Jr. Day
- Easter Day - Memorial Day
- Independence Day
- · Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

10

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CONTACT CHECKLIST

Point of Contact	
Administrator: Name: Chock HElmondollo	DON: Name: Tracy Davids
E-mail: Chelmendulage	E-mall: Toloniels & boulder heather
Phone: 937-599-5123	Phone:
Scheduler/Staffing Coordinator:	Corporate Point of Contact:
Name: 🕏	Name:
E-mail:	Email:
Phone:	Phone:

Type of Facility: SAF	
Size/Number of Beds: 99	
Main Need (Discipline):	
Currently Using Agency? YeS	

- 1 Who (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.) ? STNA
- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.)?
 Activit CPR, LTC Stormack-recent costs, with 50% on 155T
- 3 When (ex: length of assignment, specific schedule/days, start date etc.)? OPEN
- 4 Where (ex: if multiple locations/wings, where is the help needed)?

^{**} Specialty is considered any unit outside of Long Term Care, Med/Surg, Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc.) during their assignment will also be considered specialty.

Billing Information

Contact Name: Jayor Martin	Title: Business office Mc
Phone Number: 937-599-5723	E-mail Address: I make buthing
Corporate Group Affiliation:	
	ings Mursing + Reheb
Billing Address: 221 North Sci	had St Belleton light Of 4
nvoicing Preference: () E-mail	(Mail
Payment Preference: () ACH	(YCheck () Credit
OT Rate:	Holiday Rate:
MSP/VMS fee (if applicable):	
Administrative fees (if applicable) & Spe	cial billing requirements:

EXHIBIT 5



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmant, PA 15626 (855) 349-6013

Boulder - Beile Springs health and Aehabilitation 221 North School Street Bellefontaine , QH 43311

INVOICE

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
06/04/19 Tue	06:30A - 06:45P	Davis, Keiana (LPN)	LTC	54 Regular	42.00	11.75	493.50
	Boulder - Be	ile Springs Health and	Reha	bilitation Su	btotal:	11.75	493.50

Please Send Payments to:
Dedicated Nurang Associates Inc
Dedic

DNA

INVOICE Invoice No. 159847 Date 06/14/2019 Page |

Terms PO Number

Date	Shift Worked	Temp	Dept.		Rate	Unite	Amount Due
06/02/19 Sun	07:00P - 07:00A	Anderson, Annabeth (STNA)	LTC	S1 Regular Weekend	37.00	11 50	425.50
06/05/19 Wed	07:00P - 07:00A	Anderson, Annabeth (STNA)	LTC	51 Regular	36.00	11.50	414.00
06/07/19 Fri	07.00P - 07:00A	Anderson, Annabeth (STNA)	LTC	S1 Regular	36.00	11.50	414.00
05/02/19 Sun	07:00A - 07:00P	Banks, Cassandra (STNA)		51 Regular Weekend	37.00	11.50	425.50
06/04/19 Tue	07:00A - 07:00P	Buchenroth, Taima (STNA)		S4 Regular	36.00	12.00	432.00
06/05/19 Wed	07:00A = 07:00P	Buchenroth, Taime (STNA)		S4 Regular	36.00	12.00	432.00
05/08/19 Sat	07:00A - 07:00P	Buchenroth, Taima (STNA)		54 Regular Weekend	37.00	12.00	444.00
06/02/19 Sun	06:45P - 07:15A	eneh, onyedika (STNA)		S1 Regular Weekend	37.00	12.50	462.50
06/05/19 Wed	06:45P - 07:30A	eneh, onyedika (STNA)		S1 Regular	36.00	12.75	459.00
06/07/19 Fri	07:00P - 07 15A	eneh, onyecika (STNA)		S1 Regular	36.00	12.75	441.00
05/08/19 Sat	06:45P - 07:15A	eneh, onyedika (STNA)		S1 Regular Weekend	37.00	2.50	92.50
				S1 Overtime Weekend	55.50	9.50	527.25
06/05/19 Wed	06:30A - 07:15P	Leffel, Heather (LPN)	LTC	S1 Regular	49.00	12.25	600.25
05/04/19 Tue	06:45P - 07:15A	Nwoye, Emmanuel (STNA)	LTC	S1 Regular	36.00	12.00	432.00
06/06/19 Thu	06 45P - 07.15A	Nwoye, Emmanuel (STNA)	LTC	S1 Regular	36.00	4.00	144.00
06/07/19 Fri	06:4FB 07:1F1			51 Regular	36.00	8.00	288.00
06/08/19 Sat	06:45P + 07:15A	Nwoye, Emmanuel (STNA)		S1 Regular	35.00	12.00	432.00
00/00/19 380	00145F - 07:15A	Nwoye, Emmanuel (STNA)		51 Regular Weekend	37.00	4.00	148.00
06/02/19 Sun	07:00P - 07:00A	Redman, Chardana (STNA)		S1 Overtime Weekend		8.00	444.00
06/03/19 Mon	09:00P - 07:00A	Redman, Chardana (STNA)		53 Regular Weekend	37.00	11.50	425.50
06/04/19 Tue	07:00P = 07:00A			53 Regular	36.00	10.00	360.00
06/06/19 Thu	07:00P - 07:00A	Redman, Chardana (STNA)		S3 Regular	36.00	12.00	432.00
, ,	071007 D7100A	According Charcana (STIVA)		53 Regular 53 Overtime	36.00	6.50	234.00
06/03/19 Mon	07:00P - 07:00A	Rookard, Amaris (STNA)		51 Regular	36.00	5.00	270.00
06/05/19 Wed	07:00P - 07:00A			SI Regular	36.00	12.00	432.00
06/06/19 Thu	07:00P - 07:00A			S1 Regular	36.00	12.00	432.00
		elle Springs Health and Se					432.00

Please Send Payments to:
Decicated Murking Associates for
\$556 Wilkiam Panel Hay 81.22, Subt 201
Delimost Pa 15628
Delimost Pa 15628
There for the Alkening Us the Privilege of Serving You!
Their You're Alkening Us the Privilege of Serving You!
All invokes that are pass due per the terms at the contact will be charged interest at a rate of 1,5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 71 of 154



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt ZZ, Suite 201 Delmont, PA 18625 (853) 349-6013

Belle Springs Health and Rehab Practic Contract 221 North School Street Bellefontaine , OH 43311

INVOICE

Yerms PO Number

	Date	Shift Worked	Temp	Dept		Desc.	Rate	Meits	Amount Due
	06/11/19 Tue	07:00F - 07:00A	Anderson, Annabeth (STNA)	LTC	\$1	Regular	36.00	11.50	414.00
	06/12/19 Wed	07:00P - 07:00A	Anderson, Annabeth (STNA)	LTC	51	Regular	36.00	5.50	
	06/12/10 75				51	Regular	36.00	6.00	216.00
	06/15/19 [84	07:00P - 07:00A	Anderson, Annabeth (STNA)	LTC	51	Regular	36.00	11.50	414.00
	00) 13/19 381	07:00P - 07:00A	Anderson, Annabeth (STNA)	LTC	\$1	Regular Weekend	37.00	5.50	203.50
	06/03/19 Mon	07:30A - 07:15P	Banks, Cassandra (STNA)			Overtime Weekend	55.50		333.00
	06/04/19 Tue	07:30A - 07:00P	Banks, Cassandra (STNA)			Regular	36.00	11.25	405.00
	06/13/19 Thu	07.00A - 07:00P	Banks, Cassandra (STNA)			Regular	36.00	11.00	396.00
٠	06/14/19 Fri	07:00A - 07:00P	Banks, Cassandra (STNA)			Regular	36.00	11.50	414.00
		07-15A - 07:15P	Banks, Cassandra (STNA)			Regular	36.00	11.50	414.00
ø	06/09/19 Sun	07:00A - 07:00P	Buchenroth, Taima (STNA)			Regular Weekend	37.00	11.50	425.50
	06/13/19 Thu	97 00A - 03:00P	Buchenroth, Taima (STNA)			Regular Weekend	37.00	11.50	425.50
			Buchenroth, Taima (STNA)			Regular	36.00	7.50	270.00
	06/10/19 Mon	07:00P - 07:00A	eneh, onyedika (STNA)			Regular	36.00	11.50	414.00
			eneh, onyedika (STNA)			Regular	36.00	11.50	414.00
		06:30A - 07:15P				Regular Weekend Regular	37.00	12.00	444.00
	06/12/19 Wed	06:30A - 09:30P				-	49 00	12.50	512,50
	05/13/19 Thu	11 00A - 07:00P				Regular Regular	49 00	14.50	710.50
	06/15/19 Sat	05 30A - 07:45P	Leffel, Heather (LPN)			Regular Weekend	49.00	7.50	367.50
				LIC		Overtime Weekend	50.00 75.00	5.50 2.25	275.00 543.75
	06/10/19 Mon	06:45P - 07:15A	Nwoye, Emmanuel (STNA)	LTC		Regular	36.00	12.00	432.00
	06/12/19 Wed	06:45P - 07:15A	Nwoye, Emmanuel (STNA)			Regular	36.00	12.00	432.00
	06/15/19 Sat	06:45P - 07:15A	Nwoye, Emmanuel (STNA)			-	37.00	12.00	444.00
	06/11/19 Tue	07:00P - 07:00A	Redman, Chardana (STNA)			-	36.00	11.50	414.00
	06/15/19 Sat	06 30P - 07:00A	Rhinehart, Letitia (LPN)			-	50.00	12.00	500.00
	06/10/19 Mon	07:00P - 07:00A	Rookard, Amaris (STNA)			-	36.00	11.50	414.00
	06/12/19 Wed	07:00P - 07:00A	Rockard, Amaris (STNA)			-	36.00	11.50	414.00
	06/14/19 Fri	07 OOP - 07:00A				*	36.00	11.50	414.00
			elle Springs Health and Re						11,873.75

Please Send Payments to: brideard Mystria Associates Tr. 6738 William Pearl new Rt 22, Suce 201 Delmont, Pa 15626 Them thouse Association (as the thirties at Serving Yout ... Them thouse shallow faith the thirties of the contract with be charged interest at a rate of 1,5% at himscore that are pass the pas the harms of the contract with be charged interest at a rate of 1,5%

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 U6/21/19 Fd
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 Rookerd, Amais (STNA)
 LTC S1 Regular
 36.00
 11.50
 414.00

 Bella Springs Health and Rehabilitation Contract Subtobal:
 322.00
 13,958.63

 Involce Total:
 322.00
 13,958.63

DNA

Dedicated Nursing Associates, Inc 5516 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Beile Springs Health and Rehabilitation Contract 221 North School Street Bellefontaine , OH 43311

INVOICE Invoice No. 160754 Date 06/28/2019 Page 1

Yerme PO Number

					30		
Date	Shift. Worked	Temp	Dept		Rete	Links	Amount Dus
06/19/19 Wed	07:00P - 07:00A	Anderson, Annabeth (STNA)	LTC	S1 Regular	36.00	12.00	432.00
06/18/19 Tue	07:00A - 07.00P	Banks, Cassandra (STNA)	LTC	S1 Regular	36.00	11.50	
06/19/19 Wed	07 15A - 07:00P	Banks, Cassandra (STNA)	LTC	S1 Regular	36.00	11.25	
06/22/19 Sat	07:00A - C7:00P	Banks, Cassandra (STNA)	LTC	51 Regular Weekend	37.00	11.50	
06/18/19 Tue	07:00A - 07:00P	Buchenroth, Taima (STNA)	LTC	54 Regular	36.00	11.50	
06/19/19 Wed	07:00A - 07:00P	Buchenroth, Taima (STNA)	LTC	S4 Regular	36.00	11.50	
06/22/19 Sat	07 30A - C7 00P	Buchenroth, Taima (STNA)	LTC	S4 Regular Weekend	37.00	11.50	
06/16/19 Sun	07:00P - 07:00A	eneh, onyedika (STNA)		S1 Regular Weekend	37.00		444.00
06/19/19 Wed	07,00P - 07:00A	eneh, onyedika (STNA)	LTC	S1 Regular		11.50	
06/20/19 Thu	07:00P - 07:00A	eneh, onyedika (STNA)	LTC	51 Regular		11.50	
06/07/19 Fri		Leffel, Heather (LPN)		S1 Regular	49.00		588.00
	Note 36 hours go	aranteed as per contracted.	C				200.00
06/08/19 Sat		Leffel, Heather (LPN)	LTC	S1 Regular Weekend	50.00	11.75	587 50
	Note 36 hours go	aranteed as per contracted.	JC			24173	207 20
06/16/19 Sun	06:30A - 07.15P	Leffel, Heather (LPN)	LTC	SI Regular Weekend	50.00	12.25	612.50
06/17/19 Mon	96:30A - 07:00P	Leffel, Heather (LPN)		S1 Regular	49.00		588.00
05/19/19 Wed	06:30A - 08:00P	Leffel, Heather (LPN)		S1 Regular	49.00		637.00
06/20/19 Thu	06:30A - 07:00P	Leffel, Heather (LPN)	LTC	S1 Regular	49.00	2.75	134.75
00/20/10 0				SI Overtime	73.50		679.88
06/22/19 Sat	06:30A - 11:30P	Leffel, Heather (LPN)	LTC	\$1 Overtime Weekend	75.00	16.50	1,237.50
06/16/19 Sun	06:45P - 07:15A	Nwoye, Emmanuci (STNA)	LTC	S1 Regular Weekend	37.00		444.00
05/20/19 Thu	07:00P - 07:00A	Nwoye, Emmanuel (STNA)	LTC	St Regular	36.00	11.50	414.00
06/21/19 Fn	07:00P - 07:00A	Nwoye, Emmanuel (STNA)	LTC	S1 Regular	36.00	11.50	414.00
06/18/19 Tue	07:00P = 08:00A	Redman, Chardana (STNA)	LTC	S5 Regular	36.00	12.50	450.00
06/22/19 Sat	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	SS Regular Weekend	37.00		425.50
06/11/19 Tue	27:00P - 07.30A	Rhinehart, Letitia (LPN)	LTC	S1 Regular	49.00		588.00
06/16/19 Sun	07:00P - 06:45A	Rhinehart, Letitia (LPN)	LTC		50.00		562.50
06/20/19 Thu	07:15P - 07.15A	Rhinehart, Letitia (LPN)		51 Regular		11.50	563.50
06/19/19 Wed	07:00P - 07:00A			S1 Regular	36.00		414.00
					20.00	** 30	717.00

Please Send Payments to:
Dedicated Murring Associates Inc.
\$358 William Ren Nay Rt 22, State 201
Celmont, P4 13436
Train Ren Var Ministry State 201
Train Ren Var Ministry State The Principle of Serving You!
All involves that are past this bor the fermis of the contract will be charged intercal at a rate of 3 5%.



Dedicated Nursing Associates, Inc 6536 Wilhers Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

INVOICE

Terms PO Number

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Den		Shift Worked	Temp	Dept		Desc.	Rate	Units	Amount
06/16/1	9 Sur.	07:00P - 07 00A	Anderson, Annabeth (STNA)	LTC	Si	Regular Weekend	37.00	11.50	425.50
06/25/1	9 Tue	07:00P - 07:00A	Anderson, Annabeth (STNA)	LTC	51	Requiar			414.00
06/25/19	9 Wed	07:00P - 07.00A	Anderson, Annabeth (STNA)	LTC	S1	Regular			414.00
06/29/1	9 Sat	07.00P - 07:00A	Anderson, Annabeth (STNA)	LTC	51	Regular Weekend			425.50
06/23/19	9 Surt	97:00A - 07:00P	Banks, Cassandra (STNA)			Regular Weekend			425.50
06/27/1	9 Thu	07:00A - 07:00P	Banks, Cassandra (STNA)			Requiar			414.00
06/29/19			Banks, Cassandra (STNA)	LTC	Si	Regular Weekend			370.00
06/27/19	unT e	07:00A - 07:00P	Buchenroth, Taima (STNA)			Regular			414.00
06/28/19) Fri	07:00A - 07.00P	Buchenroth, Taima (STNA)			Regular			414.00
06/24/19	9 Mon	06 15P - 08:00A	Cole, Shalitta (LPN)			Regular			649.25
06/25/19	Tue	06 15P - 08.00A	Cole, Shalitta (LPN)			Regular			649.25
06/29/19	Sat	06:00P - 07:30A	Cole, Shalitta (LPN)			Regular Weekend			675.00
06/29/19	Sat	07 00P - 07:00A	eneh, onyedika (STNA)			Regular Weekend			425.50
06/26/19) Wed	D6:30A - 07:30P	Krystek, Linda (RN)			Regular			737.50
06/23/19	Sun	11 15A - 06:30P	Leffel, Heather (LPN)			Regular Weekend	50.00		337.50
06/24/19	Ноп (06 30A - 08:15P	Leffel, Heather (LPN)			Regular			649.25
06/26/19	Wed	06:30A - 07:30P	Leffel, Heather (LPN)			Regular			612.50
06/27/19	Thu	06 30A - 07 30P				Regular	49.00		367.50
						Overtime			367.50
06/29/19	Sat	06:30A - 06:30P	Leffel, Heather (LPN)	LTC	51	Overtime Weekend	75.00	11.50	862,50
06/24/19	Mon	07:00P - 07:00A	Nwoye, Emmanuel (STNA)	LTC	51	Regular			414.00
06/26/19	Wed	07:00P - 07:00A	Nwoye, Emmanuel (STNA)	LTC	51	Regular	36.00	11.50	414.00
06/29/19	5at	07:00P - 07:00A	Nwoye, Emmanuel (STNA)	LTC	51	Regular Weekend			425.50
06/23/19	Sun	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	55	Regular Weekend			444.00
05/24/19	Mon	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	55	Regular	36.00		432.00
05/25/19	Tue	07:00P - 07:00A	Redman, Chardana (STNA)			Regular	36.00		432.00
06/29/19	Sat	07:00P - 07:00A				Requiar Weekend	37.00		148.00
						Overtime Weekend			444.00
06/26/19	Wed	07:00P - 07:00A	Rookard, Amaris (STNA)	LTC	51	Regular	36.00		

Please Send Payments to:
Declared Musting Resources Inc.
335 William Precision Inley 4: 27, Subt 201
Defront, P. 15026
Defront, P. 15026
All inventors Intelligence of Serving You!
All inventors that are part due per the terms of the convenct wid be charged interest et a rate of 1,5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 72 of 154

 Date
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 Temp
 Dept.
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 Units
 Amount Due

 05/28/19 Fri
 07/00P - 07/00A
 Rookard, Amaris (STNA)
 LTC SI Regular
 36.00
 11.50
 414.00

 Belle Springs Health and Rehabilitation Contract Subtotals:
 328.00
 14,033.125

 Invoice Total:
 338.00
 14,033.125

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
		Redman, Chardana (STNA)	LTC	SS Regular SS Regular Holiday	36.00 54.00	7.00	252.00 270.00
07/02/19 Tue	07:00P - 07:00A	Wilder, Tenesha (STNA)	LTC	S1 Regular	36.00	12.00	432.00
		Wilder, Tenesha (STNA)		S1 Regular S1 Regular Holiday	36.00 54.00	5:00 2:00	180.00 378.00
		Wilder, Tenesha (STNA)		S1 Regular S1 Regular Holiday	36.00 54.00	7.00 5.00	252.00 270.00
07/06/19 Sat		Wilder, Tenesha (STNA)		S1 Regular Weekend S1 Overtime Weekend	37.00 55.50	4.00	148.00 444.00
	Ве	lle Springs Health and Re	habi		total:		15,747.38

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Deimont, PA 15626 (855) 349-6013

INVOICE Invoice No. 161538 Date 07/12/2019 Page 1

						Terms	PO Num	ber
						3.0		
Date	Shift Worked	Temp	Dept.		Deec.	Ratu	Units	Amount
		Anderson, Annabeth (STNA)	LTC	S1	Regular Regular Holiday	36.00 54.00		180.00
07/05/19 Fri		Anderson, Annabeth (STNA)	LTC	51	Regular			414.00
07/06/19 Sat	07 00P - 07:00A	Anderson, Annabeth (STNA)			Regular Weekend	37,00		425.50
07/02/19 Tue	07:00A - 07 00P	Banks, Cassandra (STNA)			Regular	36.00		414.00
07/03/19 Wed	07:15A - 07:00P	Banks, Cassandra (STNA)			Regular	35.00		405.00
07/02/19 Tue	07:00A - 07:00P	Buchenroth, Taima (STNA)			Regular	36.00		414.00
07/01/19 Mon	06:15P - 07:30A	Cole, Shalitta (LPN)			Regular	49.00		649.25
07/02/19 Tue	06:00P - 07:15A	Cole, Shalitta (LPN)			Regular	49 00		649.25
		Cole, Shalltta (LPN)		52	Regular Regular Holiday	49.00 73.50	8.00	392.00 404.25
06/30/19 Sun	06:30A - 06:30P	Davis, Kelana (LPN)	LTC	\$4	Regular Weekend	50.00		575.00
05/30/19 Sun	07:00P - 07:00A	eneh, onyedika (STNA)	LTC	Si	Regular Weekend	37.00		444.00
07/01/19 Mon	07:00A - 07:15P	Hearock, Samantha (STNA)	LTC	\$1	Regular	36.00		423.00
07/03/19 Wed	02:30P - 07:00P	Hearock, Samantha (STNA)	LTC	51	Regular	36.00	4.50	162.00
07/04/19 Thu		Hearock, Samantha (STNA)	LTC	51	Regular Holiday	54.00	12.00	648.00
07/05/19 Fri			LTC	51	Regular	36.00	6.00	216.00
07/06/19 Sat			LTC	S1 S1	Regular Weekend Overtime Weekend	37.00 55.50		212 75 374 63
07/05/19 Fri			LTC		Regular Overtime	59.00 88.50	11.00	649.00 88.50
06/30/19 Sun	36 30A - 07:00P	Leffel, Heather (LPN)	LTC	S1	Regular Weekend	50.00	12.00	600.00
07/02/19 Tue	06:30A - 07:30P	Leffel, Heather (LPN)	LTC	51	Regular	49.00	12.50	612.50
07/03/19 Wed	06:304 - 07:00P	Leffel, Heather (LPN)	LTC	S1	Regular	49.00	12.00	588.00
			LTC	51 51	Regular Holiday Overtime Holiday	73.50 98.00		257.25 833.00
07/05/19 Fri	06.30A - 07 DCP	Leffel, Heather (LPN)	LTC	51	Overtime	73.50	12.00	882.00
05/30/19 Sun	07:00P - 07:00A				Regular Weekend	37.00	11:50	425.50
02/01/19 Mon	U7:00P - 07:00A	Redman, Chardana (STNA)	LTC	55	Regular	36.00	12.00	432.00

Please Send Payments to:
Dedicate Nursing Associates Inc.
6536 William Pen Hwy 10 22, Suite 201
Defront, PA 15626
Thank You's Parkinsing to the Phillips of Senting You!
All Invitors that are pertilian per fire terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmort, PA 15626 (855) 349-6013

INVOICE

Date	Shift Worked	Temp	Dept.	Desc.	Ante	Units	Amount Due
07/03/19 Wed	06:30A - 06:30P	Davis, Keiana (LPN)	LTC	S1 Regular	42.00	12.00	504.00
	Boulder - Bei	le Springs Health and	Reha	bilitation S	ubtotal:	12.00	504.00
					Invoice Total	12.00	\$504.00

Please Send Payments to:
Deficated Nursing Associates Tic
6536 william Penn Hayn R 2.2, Suite 201
Defmont, Pa 15626
Thank You Far Johnsing Us the Privilege of Serving You!
All invaces that are past due par the terms of the contract will be charged interest at a rate of 1.5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 73 of 154

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Invoice

Date	Invoice #
7/19/2019	TIHIT

Bill To	
Belle Springs Health and Rehab 221 North School Street Bellefontaine, OH 43311	

		P.O. No	Tems	Project
			Net 30	
Quantity	Description		Rate	Amount
	I Kiana Davis- Temp To Hire		12.0	12,000.0
conversion o	of the DNA field professional is not final until Juli payment			

Perte	Worked	Temp	Dept.		Rate	Units	Amount Due	
07/09/19 T	We 07/00P - 07:00A	Redman, Chardana (STNA)	LTC	S5 Regular	36.00	12.00	432.00	
07/13/19 9	at 07 00P - 07 00A	Redman, Chardana (STNA)	LTC	S5 Regular Weekend	37.00	12.00	444.0D	
07/11/19 1		Wilder, Tenesha (STNA)			36.00	12.00	432.60	
	Sel	e Springs Health and Reh	abilii	tation Contract Sub	total:	315.75	13.956.75	
				Tow	nies Yets	210 70	412 004 00	



Dedicated Nursing Associates, Inc 6516 William Pend Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

INVOICE Invoke No. 161703 Date 07/19/2019 Page 1

Terms PO Humber

Date		Shift Worked	Temp	Dept		Desc.	Rate	Unita	Amount
07/09/19	Tue	07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	51	Regular	36.00	11.50	414.00
07/10/19	Wed	07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	S1	Regular			414.00
07/13/19	Sat	07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	51	Regular Weekend	37.00		425.50
07/04/19	Thu	07:00A - 07:00P	Banks, Cassandra (STNA)			Regular Holiday	54.00		621.00
07/07/19	Sun	07:00A - 07:00P	Banks, Cassandra (STNA)	LTC	\$1	Regular Weekend			425.50
07/10/19	Wed	D7:00A - 07:00P	Banks, Cassandra (STNA)	LTC	51	Regular			414.00
07/11/19	Thu	02:00P - 07:00P	Banks, Cassandra (STNA)	LTC	S1	Regular	36.00		180.00
07/12/19		07:00A - 07:00P	Banks, Cassandra (STNA)	LTC	51	Regular			414.00
07/08/19	Mon	05:00P - 11:15P	Cole, Shalitta (LPN)	LTC	52	Regular	49.00		257.25
07/09/19			Cole, Shailtta (LPN)	LTC	52	Regular	49.00		637.00
07/13/19			Cole, Shalitta (LPN)	LTC	52	Regular Weekend	50.00		687.50
07/07/19	Sun	07:00A + 07:00P	Hearock, Samantha (STNA)	LTC	51	Regular Weekend	37.00		444.00
07/10/19	Wed	07:15A - 06:15P	Hearock, Samantha (STNA)	LTC	Si	Regular	36.00		378.00
				LTC		Regular Regular	35.00 36.00	5.00	216.00
07/12/19				LTC	51 51	Regular Overtime	36.00 54.00	10.50	378.00 54.00
07/08/19	Mon	06:30A - 07:15P	Krystek, Linda (RN)	LTC	51	Regular	59.00		722.75
07/11/19	Thu	06:30A - 07100P	Krystek, Linda (RN)	LTC	51	Regular	59.00		737.50
07/08/19	Mon	06:30A - 07:30P	Leffel, Heather (LPN)	LTC	51	Regular	49.00	12.50	612.50
07/10/19	Ned	05:30A - 07:00P	Leffel, Heather (LPN)	LTC	51	Regular	49.00		588.00
07/11/19			Leffel, Heather (LPN)	LTC	St	Regular	49.00		588.00
07/12/19 /						Regular Overtime	49.00 73.50		171.50 624.75
07/13/19	Sat	06:30A - 07:00P	Leffel, Heather (LPN)	LTC	Sí	Overtime Weekend	75.00		900.00
						Regular Weekend Regular Weekend	37.00 37.00	4.00	148.00 296.00
07/02/19 1	ne	07:00P - 07:00A	Redman, Chardana (STNA)			Regular	35.00		432.00
07/08/19 (Mon	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	55	Regular			432.00

Please Send Payments to:
Declared Waren Q associates Inc.
6536 William French may RL 22. Size 201
Definion, DA 15526
Definion, DA 15526
Their Tour Pay Alliaming list the receiping of illening how.
All invoices that are deal due per the terms of the contract will be charged interest at a rate of 1.5%.



Dedicated Nursing Associates, Inc 6536 William Penn Hay Rt 22, Suite 201 Delmont, PA. 15626 (835) 349-6013

INVOICE

Terms PO Number

Date	Shift. Worked	Temp	Dept	Desc.	Ruto	Linite	Amount Due
07/14/19 Sun	97 00A - 07:00P	Anderson, Annabeth (STNA)	LTC	51 Regular Weekend	37.00	11.50	425.50
07/16/19 Tue	07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	S1 Regular	36.00	11.50	414.00
97/17/19 Wed	07 00A - 07 00P	Anderson, Annabeth (STNA)	LTC		35.00	5.50	198.00
0.71.0				S1 Regular	54.00	6,00	324.00
07/18/19 Thu	07 00A - 07 00P	Anderson, Annabeth (STNA)	LTC		35.00	5.50	198.00
07/19/19 Fri	07 004 07 000			\$1 Overtime	54.00	6.00	
		Anderson, Annabeth (STNA)			54.00	11 50	621.00
		Cale, Shalitta (LPN)		SZ Regular Weekend		13.25	662 50
		Cole, Shalitta (LPN)		S2 Regular	49.00	12 50	612 50
07/15/19 MOD	07 U0A - 07,00P	Hearock, Samantha (STNA)	LTC	S1 Regular	36.00	11.50	414.00
07/18/19 thu	07 15A - 07:00P	Hearock, Samantha (STNA)		51 Regular	35.00	11 25	405.00
		Hearock, Samantha (STNA)	LTC	S1 Regular Weekend	37.00	11.50	425.50
		Leffel, Heather (LPN)	LTC	S1 Regular Weekend	\$0.00	12.00	600.00
		Leffel, Heather (LPN)	LTC	S1 Regular	49.00	12.25	600.25
		Leffel, Heather (LPN)	LTC	S1 Regular	49.00	10 50	514.50
07/14/19 Sun	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	55 Regular Weekend	37.00	12.00	444.00
07/16/19 Tue	07 15P - 07 15A	Redman, Chardana (STNA)	LTC	S5 Regular	36.00	8.00	288.00
				55 Regular	36.00	4.00	144.00
		Redman, Chardana (STNA)	LTC	SS Regular	36 00	8.00	286.00
07/18/19 Thu	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	S5 Regular	36.00	8.00	288.00
07/07/10 5	07 000 00 00			S5 Overtime	54.00	4.00	216 00
		Wilder, Tenesha (STNA)		S1 Regular Weekend	37.00	12.00	444.00
		Wilder, Tenesha (STNA)	LTC	S1 Regular	36.00	12.00	432.00
07/12/19 Fri	07 00P - 07 00A	Wilder, Tenesha (STNA)		S1 Regular	36.00	4.00	144 00
	_			51 Overtime	\$4.00	9.00	432 00
	Be	lie Springs Health and Reh	abilii				9,858.75
				Inv	nice Total	232-25	\$9,858.73

Please Send Payments to:
Doctardo flusing Associates Inc.
\$3536 William Feen Hey Rt 22, Suite 201
Delmost, Rs 15535
There's Tour families the Periodic of Serving You!
All invoices that are just due par the terms of the contract will be charged interest at a rate of 1,5%
All invoices that are just due par the terms of the contract will be charged interest at a rate of 1,5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 74 of 154



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Belle Springs Health and Rehabilitation Contract 221 North School Street Beliefonlaine On 43311

INVOICE Invoice No. 162520 Date 08/02/2019 Page 1

Terms	PO Number

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/23/19 Tue	07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	S1 Regular	36.00	11.50	414.00
07/24/19 Wed	07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	S1 Regular	36.00	11.50	
07/27/19 Sat	07:45A - 07:45P	Anderson, Annabeth (STNA)	LTC	S1 Regular Weekend	37,00	11.50	425.50
07/16/19 Tue	06:00P - 07:30A	Cole, Shalitta (LPN)		S2 Regular	49.00	13.50	
07/21/19 Sun	07:00A - 97:00P	Hearock, Samantha (STNA)	LTC	S1 Regular Weekend	37.00	11.50	425.50
		Hearock, Samantha (STNA)			36.00	11.50	
07/27/19 Sat	07:00P - 07:00A	Kildow, Kari (STNA)		S1 Regular Weekend	37.00	12.00	444.00
07/22/19 Mon	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	SS Regular	36.00	12.00	432.00
07/23/19 Tue	07:00P - 07:00A	Redman, Chardana (STNA)		SS Regular	36.00	12.00	432.00
		Redman, Chardana (STNA)		S5 Recular Weekend	37.00	12.25	453.25
07/22/19 Mon	07:00P - 07:00A	Vasquez, Susan (STNA)	LTC	S3 Regular	36.00	11.50	414.00
07/23/19 Tue	07:00P - 07:00A	Vasquez, Susan (STNA)		S3 Regular	36.00	11.50	
		Vasquez, Susan (STNA)		S3 Regular	36.00	11.50	
07/26/19 Pri	03:00P - 08:00P	Vasquez, Susan (STNA)		S3 Regular	36.00	5.00	180.00
	Be	le Springs Health and Reh					5.937.75

Please Send Payments to:
Declared Muring Associates Inc.
5536 Wallen Renn Hay 31 22, Suite 201
Delmont, Rel 15036
Trans Tour Endowing Use the Previolog of Serving You!
All mystices that are past due per the terms of the contract will be charged interest at a rate of 1,5%

		Î	ì				
DNA	k						
Delicated Swising Asses	chares Jan.						
Dedicated Nur 533# William Paris Dalmort, PA 1562# (855) 349-6013	rsing Associates, Inc Hwy Rt 22, Slute 201						
Bene Springs Health	and Rehabilitation Contract						
221 North School Str Bellefontaine , Ort 43					lavai	VOI ce No. 1 e 08/16/ Page 1	63513
					30	s PO N	umber
Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Du
08/03/19 Sat 0	17.00P - 07:15A Vasqu	z, Susan (STNA)	UTC 53 Re	gular Weekend	37.00	11.75	434.75
	Belle Spring	Health and Re	habilitation	Contract Su	btotal:	11.75	
				In	voice Total:	11.75	\$434.75
Delmont, PA 15626 Thank You For Allov	Associates Inc. Hwy Rt 22, Suite 201	You! contract will be cha	ged interest ac	o rate of 1 5%			



Dedicated Nursing Associates, Inc 6936 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (555) 349-6013

INVOICE 17V0-DE NO. 163081 Date 08/09/2019 Page 1

Yerme PO Number

					-		
Shift Worked	Temp	Dept.		Desc.	Rate	Units	Amount Due
07 COA - 07:00P	Anderson, Annabeth (STNA)	LTC	S1	Recular Weekend	37.00	11.50	425.50
07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	S1	Recular	36.00		414.00
07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	51	Recular	36.00	11.50	414.00
07:00A - 07:00P	Anderson, Annabeth (STNA)	LTC	51	Regular	36.00 54.00	5.50	198.00
	Anderson, Annabeth (STNA)	LTC	S1	Overtime	54.00	11.50	621.00
08:30A - 04:30P	Anderson, Annabeth (STNA)				55.50	7.50	416.25
		LTC			49.00 49.00	2.50 11.83	122.50 \$79.67
		LTC	SS	Regular Weekend	49.00	12.00	588.00
		LTC	55	Regular	49.00	12.00	588.00
04:15P - 04:15A	Kildow, Karl (STNA)				37.00	12.00	444.00
		LTC	51	Regular	36.00	12.00	432.00
		LTC	S5	Regular Weekend	37.00	12.00	444.00
11:00P - 07 00A	Redman, Chardana (STNA)	LTC	55	Regular	36.00	8.00	288.00
07:00P - 11:30P	Redman, Chardana (STNA)	ŁTC	55	Regular	36.00	4.50	162.00
07:00P - 07:00A	Redman, Chardana (STNA)	LTC	S5	Regular	36.00	12.00	432.00
07:00A - 07:15P	Rix, Michelle (STNA)	LTC	54	Regular Weekend	37.00	11.75	434.75
07:00A - 07:00P	Zimmerman, Robyn (STNA)	LTC	51	Regular	35.00	11 50	414.00
07 00A - 07:00P	Zimmerman, Robyn (STNA)	LTC	SI	Regular	36.00	11.50	414.00
					37.00	11.50	425.50
					total:	210.08	8,581.17
						1: 210.08	\$8,881.17
	Worked O7: CDA - 07:00P O7: CDA - 07:00A O7: CDA - 07:00A	wishkee Tempe 70 (2014) Tempe	workee Temp Day OT (DA - 07:00P Anderson, Annabeth (STNA) LTC 07:00A - 07:00P Anderson, Annabeth (STNA) LTC 08:30A - 04:30P Anderson, Annabeth (STNA) LTC 07:00P - 10:00A Frey, Madeline (LPN) LTC 06:30P - 07:00A Green, Cortney (LPN) LTC 06:30P - 07:00A Green, Cortney (LPN) LTC 04:10P - 04:10A Kidow, Kari (STNA) LTC 04:00P - 07:00A Kidow, Kari (STNA) LTC 07:00P - 07:00A Redman, Chardana (STNA) LTC 07:00P - 07:00A Redman, Chardana (STNA) LTC 07:00P - 07:00A Redman, Chardana (STNA) LTC 07:00A - 07:00P Simmerman, Robyn (STNA) LTC 07:00A - 07:00P Zimmerman, Robyn (STNA) LTC 07:00A - 07:00P Zimmerman, Robyn (STNA) LTC 07:00A - 07:00P Zimmerman, Robyn (STNA)	Worked Worked Temps Dept.	Workes Temp Desc. Desc.		worked Tempo Dayl Days Make Wolst O7 (ODA - 077:00P Anderson, Annabeth (STNA) LTC S1 Regular 36.00 11.50 07:00A - 077:00P Anderson, Annabeth (STNA) LTC S1 Regular 36.00 15.00 10 (100A - 077:00P Anderson, Annabeth (STNA) LTC S1 Regular 36.00 15.00 07:00A - 077:00P Anderson, Annabeth (STNA) LTC S1 Quertime 54.00 6.00 07:00A - 07:00P Anderson, Annabeth (STNA) LTC S1 Quertime 54.00 6.00 08:30A - 04:30P Anderson, Annabeth (STNA) LTC S1 Quertime Weekend 55.50 7.50 07:00P - 10:00A Frey, Madeline (LPN) LTC S5 Regular 49.00 12.00 06:30P - 07:00A Green, Cortney (LPN) LTC S5 Regular 49.00 12.00 06:30P - 07:00A Green, Cortney (LPN) LTC S5 Regular Weekend 49.00 12.00 04:10P - 04:15A Kildow, Kari (STNA) LTC S1 Regular Weekend 37.00 12.00 04:10P - 07:00A Redman, Chardana (STNA) LTC S5 Regular 36.00 12.00 07:00P - 17:30A Redman, Chardana (STNA) LTC S5 Regular 36.00 16.00

Please Send Payments to:
Decisité huming Associates Inc.
Decisité huming Associates Inc.
Decisité huming Associates Inc.
Decisité huming State Inc. 23, State 201
Dear Nou 150 Allowing Stat huminge of Serving You!
All Provision State - Spatial ong sert in terms of the contract will be charged interest at a laite of 1.5%
All Provision State - Spatial ong sert in terms of the contract will be charged interest at a laite of 1.5%



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmort, PA 15626 (855) 349-6013

INVOICE

Terms PO Number

					-		
Dete	Shift Worked	Temp	Dapt.	Deec.	Rate	Units	Amount Due
08/07/19 Wed	07.00A - 07.00P	Anderson, Annabeth (STNA)	LTC	S1 Regular	36.00	11.50	414.00
08/05/19 Mon	06 30P - 07:00A	Green, Cortney (LPN)	LTC	SS Regular	49.00	12.00	588.00
08/07/19 Wed	06 30P - 07:00A	Green, Cortney (LPN)	LTC	S5 Regular	49.00	12.00	588.00
08/09/19 Fri	06:30P - 07:00A	Green, Cortney (LPN)	LTC	SS Regular	49.00	12.00	588.00
08/10/19 Sat	06:30P - 07:00A	Green, Cortney (LPN)	LTC	SS Regular Weekend SS Overtime Weekend	49.00 73.50	4.00 8.00	196.00 588.00
08/05/19 Mon	07:00P - 07:00A	Kildow, Karl (STNA)	LTC	S1 Regular	36.00	12.00	432.00
08/09/19 Fri	04:00P - 04:00A	Kildow, Kari (STNA)	LTC	S1 Regular	36.00	12.00	432.00
08/10/19 Sat	07:00P - 07:00A	Kildow, Kari (STNA)	LTC	St Regular Weekend	37.00	12.00	444.00
08/05/19 Mon	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	SS Regular	36.00	12.00	432.00
08/05/19 Tue	07:00P - 07:15A	Redman, Chardana (STNA)	LTC	SS Regular	36.00	12.25	441 00
08/10/19 Sat	07:00P - 07:00A	Redman, Chardana (STNA)	LTC	S5 Regular Weekend	37.00	12.00	444.00
08/04/19 Sun	07:00A - 07:00P	Rix, Michelle (STNA)	LTC	S4 Regular Weekend	37.00	11.50	425.50
08/08/19 Thu	07:00A - 07:00P	Rix, Michelle (STNA)	LTC	S4 Regular	36.00	11.50	414.00
08/09/19 Fri	07:00A - 07:15P	Rix, Michelle (STNA)	LTC	S4 Regular	36.00	11.75	423.00
08/04/19 Sun	07:00P - 07:00A	Vasquez, Susan (STNA)	LTC	S3 Regular Weekend	37.00	11.50	425.50
08/06/19 Tue	07:00P - 07:00A	Vasquez, Susan (STNA)	LTC	S3 Regular	36.00	11.50	414.00
08/08/19 Thu	07:00P - 07:00A	Vasquez, Susan (STNA)	LTC	S3 Regular	36.00	11.50	414 00
08/04/19 Sun	07:00A - 07:00P	Zimmerman, Robyn (STNA)	LTC	S1 Regular Weekend	37.00	11.50	425.50
08/08/19 Thu	07:00A - 07:00P	Zimmerman, Robyn (STNA)	LTC	51 Regular	36.00	11.50	414.00
08/09/19 Fri	07:00A - 07:00P	Zimmerman, Robyn (STNA)	LTC	S1 Regular	36.00	11.50	414.00
	В	elle Springs Health and Re	habi	Iltation Contract Sub	total:	235.50	9,356.50
				Inv	oice Total	: 235.90	\$9,356.50

Please Send Payments to:
Declared Hursing Associates Inc
Declared Hursing Associates Inc
Declared Hursing Associates Inc
Declared Hursing Associates Inc
Demon; Pa Nation Hursing Inc
Demon; Pa Nation Hursing
Demon; Pa Nation
Demon; Pa Natio



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

INVOICE

Terms PO Number 30

Date	Shift Worked	Temp	Dept.		Rate		Amount Due
08/10/19 Sat	07:00A - 07:00P	Mckamy, Elizabeth (STNA)	LTC	54 Regular Weekend	30.00	11.50	345.00
		Snowden, Kimyatta (LPN)				13.00	546.00
08/10/19 Sat	06:30A - 07:30P	Snowden, Kimyatta (LPN)	LTC	S1 Regular Weekend	43.00	12.50	537.50
	Bould	ler - Belle Springs Health	and	Rehabilitation Sub	total:	37.00	1,428.50
				Inve	Nice Tota	: 37.06	\$1,428.50

Please Send Payments to:
Dedicated Mursing Associates Inc
5536 William Pain Hwy Rt 22. Suite 201
Delmott, PA 15816
Delmott, PA 15816
All Immores that Are past Jue per the terms of the contract will be charged interest at a rate of 1.5%
All Immores that are past Jue per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc. 6538 William Penn Highway Rt. 22 Suite 202 Delmont , PA - 15636-2409 Phone: 855-349-8013

Period Ending: 8/17/2019 14924489

Bill To:

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine , OH - 43311 Belle Springs Health and Rehabilitation 221 North Street Bellefontaine , OH - 43311

Belle Springs Health and Rehabilitation Department Name: STAR Unit Name: Annabeth Anderson

Caregiver Name: Shifts Caregiver
7:00AM - 7:00PM Annabeth Anderson Description OH - STNA Hourly Rate \$36.00 Date Total \$414.00 08/14/2019 11.50 08/16/2019 7:00AM - 7:00PM Annabeth Anderson \$414.00 \$828.00 OH - STNA Hourly 11.50 \$36.00 Caregiver Sub Total: Unit Sub Total: 23.00 23.00 \$828.00

Caragivar Name: Chardana Redman Date Shifts Caregiver Chardana Redman Description OH - STNA Hourly Rate \$37.00 7:00PM - 7:00AM 12.00 \$444.00 08/13/2019 7:00PM = 7:00AM Chardana Redman OH - STNA Hourly 12.00 \$36.00 \$432.00 08/15/2019 7:00PM - 7:00AM Chardana Redman OH - STNA Hourly 12.00 \$36.00 \$432.00 Caregiver Sub Total \$1308.00

Unit Sub Total: 36.00 \$1308.00 Unit Name: Cortney Green Date Shifts Caregiver Description OH - LPN Hourly Hra/Unita 12.00 Rate \$49.00 Total \$588.00 08/11/2019 6:30PM - 7:00AM 08/13/2019 6:30PM - 7:00AM Cortney Green OH - LPN Hourly 12 00 \$49.00 \$588.00 08/14/2019 6:30PM - 7:15AM Cortney Green OH - LPN Hourly 12.25 \$49.00 \$600.25 08/15/2019 6:30PM - 10:15PM Cortney Green OH - LPN Hourly 3.75 \$49.00 \$183.75 08/15/2019 10:15PM - 7:00AM OH - LPN Hourly 8.25 \$73.50 \$606.38 Coregiver Sub Total
Unit Sub Total: 48.25 \$2566.38

Facility: Belle Springs Health and Rehabilitation Invoice #:14924489

Page 1 Of 3

\$2566.38

Unit Name:	Kari Kildow					
Caregiver Name:	Kari Ann Kildow					
Date	Stulfes	Caregiver	Description	Hrs/Unite	Rate	Total
08/11/2019	7.00PM - 7:00AM	Kari Ann Kildow	OH - STNA Hourly	12.00	\$37.00	\$444.00
08/14/2019	7:00PM - 7:00AM	Kari Ann Kildow	OH - STNA Hourly	12.00	\$36.00	\$432.00
08/16/2019	4:00PM - 4:00AM	Kari Ann Kildow	OH - STNA Hourty	12.00	\$36.00	\$432.00
			Caregiver Sub Total:	38.00		\$1308.00
			Unit Sub Total:	36.00		\$1308.00
Unit Name:	Michelle Rix					\$ 1000.00
Caregiver Name:	Michelle Lynn Ri	ĸ				
Date	Shifts	Caregiver	Description	Hra/Linits	Rate	Total
08/12/2019	7:00AM - 7:00PM	Michelle Lynn Rix	OH - STNA Hourly	11.50	\$36.00	\$414.00
08/13/2019	7:00AM - 7:15PM	Michelle Lynn Rix	OH - STNA Hourly	11 75	\$36.00	\$423.00
08/14/2019	7:00AM - 7:15PM	Michelle Lynn Rix	OH - STNA Hourly	12.00	\$36.00	\$432.00
08/17/2019	7:00AM - 11:45AM	Michelie Lynn Rix	OH - STNA Hourty	4.75	\$37.00	\$175.75
08/17/2019	11:45AM - 7:15PM	Michelle Lynn Rix	OH - STNA Hourly	7.00	\$55.50	\$388.50
			Caregiver Sub Total:	47.00		\$1833.25
			Unit Sub Total:	47.00		\$1833.25

001772013	71.43FMF - 7, 135 FM	michelle Cylli Po	OH - STRA Houry	7.00	\$55.50	\$388.50
			Caregiver Sub Total:	47.00		\$1833.25
			Unit Sub Total:	47.00		\$1833.25
Unit Name:	Robyn Zimmerm	an				
Caregiver Name:	Robyn Zimmern	าลก				
Date	Shifts	Caregiv	er Description	Hra/Unite	Rate	Total
08/13/2019	7:00AM - 7:15PM	Robyn Zimmerm	an OH - STNA Hourly	11.75	\$36.00	\$423.00
08/16/2019	7:00AM - 7:15PM	Robyn Zimmerm	an OH - STNA Hourly	11.75	\$36.00	\$423.00
08/17/2019	7:00AM - 7:00PM	Robyn Zimmerm	an OH - STNA Hourly	11.50	\$37.00	\$425.50
			Caregiver Sub Total:	35.00		\$1271.50
			Unit Sub Total:	35.00		\$1271.50
Unit Name:	Susan Vasquez					
Caragiver Name:	Susan Vasquez					
Date	Shiths	Caregiv	er Description	Hrs/Units	Rate	Total
08/16/2019	7:00PM - 8:30PM	Susan Vasquez	OH - STNA Hourly	1.50	\$36.00	\$54.00

OH - STNA Hourly

Caregiver Sub Total

13.00

13.00

08/17/2019 7:00PM - 7:00AM Susan Vasquez

Department Sub Total: \$9594.63 238.25 Facility Total: \$9594.63 Please pay this amount: \$9594.63

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

Dedicated Nursing Associates,

48.25

Terms Net 30 All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%.

Facility: Belle Springs Health and Rehabilitation Page 2 Of 3 Facility: Invoice #: Page 3 Of 3

\$425.50

\$479.50

\$479.50

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 76 of 154



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder - Beile Springs Health and Rehabitation 221 North School Street Bellefontaine , OH 43311

INVOICE

Terms	PO Number
30	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
		Howard, Adam (STNA)	LTC	S4 Regular Weekend	30.00	11.50	345.00
		Howard, Adam (STNA)	LTC	S4 Regular	29.00	11.50	333.50
08/17/19 Sat	07:00A - 07:00P	Howard, Adam (STNA)	LTC	54 Overtime Weekend	45.00	11.50	517.50
		Mckamy, Elizabeth (STNA)	LTC	S4 Regular Weekend	30.00	11.50	345.00
		Snowden, Kimyatta (LPN)	LTC	51 Regular Weekend	43.00	12.50	537.50
		Snowden, Kimyatta (LPN)	LTC	S1 Regular	42.00	12.00	504.00
		Snowden, Kimyatta (LPN)		S4 Regular Weekend	43.00	12.25	526.75
		Williamson, Brolyncia (LPN)			42.00	12.25	514.50
08/17/19 Sat	06:30A - 11:15A	Williamson, Brolyncia (LPN)	LTC	S4 Regular Weekend	43.00	4.75	204.25
	Bo	ulder - Belle Springs Heal	th ar	d Rehabilitation Subi	total:	99.75	3,828.00
				Invo	ice Total	99.75	\$3,828.00

Please Send Payments to:
Dedicated Nursing Associates Inc
6535 William Penn Hwy Rt 22, Sulte 201
Delmont, PA 15626
Thank You Fer Adwing bits the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmort, PA - 15636-2409 Phone: 855-349-6013

Period Ending 8/24/2019 Invoice #: 14956903

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine OH - 43311

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine OH - 43311

Services Provided For:

Facility Name:		ealth and Rehabilitation				
Department Nar						
Unit Name:	Annabeth Ander	Son				
Osregiver Name:	Annabeth Ande	rson				
Date	Shifts	Caregiver	Description	Hes/Units	Rate	Total
08/18/2019	7.00AM - 7:00PM	Annabeth Anderson	OH - STNA Hourly	11.50	\$37.00	\$425.50
08/20/2019	7:00AM - 7:00PM	Annabeth Anderson	OH - STNA Hourly	11.50	\$36.00	\$414.00
03/21/2019	7:00AM - 7:00PM	Annabeth Anderson	OH - STNA Hourly	11.50	\$36.00	\$414.00
			Caregiver Sub Total:	34.50		\$1253.50
			Unit Sub Total:	34.50		\$1253.50
Unit Name:	Kari Kildow					0.200.00
Caregiver Name:	Kari Ann Kildow					
Date	Shifts	Caregiver	Description	Hra/Units	Rate	Total
08/19/2019	7:00PM - 9:15PM	Kari Ann Kildow	OH - STNA Hourly	2 25	\$36.00	\$81.00
03/23/2019	3:45PM - 3:45AM	Kari Ann Kildow	OH - STNA Hourty	11,50	\$36.00	\$414.00
			Caregiver Sub Total:	13.75		\$495.00
			Unit Sub Total:	13.75		\$495.00
Unit Name	Michalle Rix					
Свіegiver Name:	Michelle Lynn Ri	x				
Date	Shifts	Caregiver	Description	Hrs/Linits	Rate	Total
04/18/2019	7:30AM - 7:30PM	Michelle Lynn Rix	OH - STNA Hourly	11.50	\$37.00	\$425.50
08/22/2019	7:00AM - 7:15PM	Michelle Lynn Rix	OH - STNA Hourly	17.50	407.00	9442.30

Facility: Belle Springs Health and

Page 1 Of 2

8/23/2018 7 45AM - 7:15PM Michelie Lynn Rix

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

ferms Net 30 All invoices that are past due per terms of the contract will be charged in interest rate of 1.5%.

OH - STNA Hourty Caregiver Sub Total: Unit Sub Total: Department Sub Total Facility Total:

11.50 \$36.00 \$414.00 34.75 \$1282.50 34.75 \$1262 50 83.00 \$3011.00 83,00 \$3611.00

Please pay this amount: \$3011.00

Please remit amount to:

Dedicated Nursing Associates Dedicated Nursing 4334 Inc. 5536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone 855-349-6013

DNA

Dedicated Nursing Associates, Inc. 8536 William Penn Highway Rt. 22 Suite 202 Delmont , PA - 15636-2409 Phone. 855:349-6013

Period Ending: 8/31/2019 Invoice #: 15099476

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine | OH - 43311

Services Provided For: Belle Springs Health and Rehabilitation 221 North Street Bellefontaine CH - 43311

Facility Name: Bette Springs Health and Rehabilitation Department Name: STAR Annabeth Anderson Unit Name:

Caregiver Name Annaheth Anderson

Date 08/28/2019 Shifts Description
OH - STNA Hourly Caregiver 7:00AM - 6:00PM Annabeth Anderson 7:00AM - 7:00PM Annabeth Anderson 7:00AM - 7:30PM Annabeth Anderson 10.50 \$36.00 \$378.00 08/30/2019 11.50 12.50 \$36.90 \$37.00 OH - STNA Hourly 08/31/2019 OH - STNA Hourly \$444.00 Caregiver Sub Total: 34.00 \$1236.00 \$1236.00 nit Name: Michelle Rix

Caregiver Name: Michelle Lynn Rix
 Dete
 Shifts
 Caregiver

 98/27/2019
 7:00AM - 7:15PM
 Michelle Lynn Rix

 08/28/2019
 7:00AM - 7:30PM
 Michelle Lynn Rix

DescriptionOH - STNA Hourly
OH - STNA Hourly Total \$423.00 12.50 \$35.00 \$450.00

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 77 of 154

98/30/2019 7:00AM - 3:00PM Michelle Lynn Rix OH - STNA Hourly \$36.00 \$288.00 Caregiver Sub Total: 32.25 \$1161.00 Unit Sub Total: 32.25 \$1161.00 Department Sub Total: 68.25 \$2397.00 Facility Total: 66.25 \$2397.00

Please pay this amount: \$2397.00

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

Ferms Net 30 All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%...

Please remit amount to: Dedicated Nursing Associates,

Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013 DNA

Dedicated Nursing Associates, Inc 6536 William Penn Highway Rt. 22 Sulte 202 Delmont, PA - 15836-2409 Phone 855-349-5013

BBI To:

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine OH - 43311 Services Provided For

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine , OH - 43311

Period Ending:

Invoice #;

8/17/2019

15099425

Facility Name: Belle Springs Hoalth and Rehabilitation
Department Name: STAR
Unit Name: Annabeth Anderson

Unit Name: Annabeth Anderson
Caregiver Name: Annabeth Anderson

Date Shifts Caregiver Description

98/17/2019 7:00AM - 7:00PM Annabeth Anderson CH - STNA Hourly

Caregiver Sub TreatLink Sub Treat-

 Description
 Hra/Units
 Rate
 Total

 4 Carrejiver Sub Total:
 11.50
 337.00
 M25.50

 5 Carrejiver Sub Total:
 11.50
 \$425.50

 Unit Sub Total:
 11.50
 \$425.50

 Department Sub Total:
 11.50
 \$425.50

 Facility Total:
 11.50
 \$425.50

Please pay this amount: \$425.50

Please return a copy of this invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the invoice with your payment or indicate the invoice number of the inv

Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

Terms Net 30 All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%

actifity: Belle Springs Health and Rehabilitation

Invoice #:15099425

Page 1 Of 1

Facility Belle Springs Health and Rehabilitation

Invoice #:15099426 Page 2 Of 2

DNA

Dedicated Nursing Associates, Inc. 8538 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

Period Ending: 6/22/2019 invoice it: 15099427

Services Provided For:

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine , OH - 43311

Belle Springs Health and Rehabilitation 221 North Street Bellefontaine , OH - 43311

Facility Name: Balle Springs Health and Rehabilitation

Department Name: STAR
Unit Name: Lebitia Rhinehart

Unit Name: Letitia Rhinehart

Caregiver Name: Letitia Rhinehart

Date	Shifte	Caregiver	Description	Hra/Units	Rate	Total
06/18/2019 6:30P	M - 9:30AM	Letitia Rhinehart	OH - LPN Hourty	14.50	\$49.00	\$710.50
			Caregiver Sub Total:	14.50		\$710.50
			Unit Sub Total:	14.50		\$710.50
			Department Sub Total:	14.50		\$710.50
			Facility Total:	14.50		\$710.50

Please pay this amount: \$710.50

Please remit amount to: Dedicated Nursing Associates, Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

Terms Net 30 All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%.

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder - Belle Springs Health and Rehabilitation 221 North School Street Bellefontaine , OH 43311

INVOICE Invoice No. 164125 Date 09/06/2019 Page I

Terms PO Number 30

Date	Shift Worked	Temp	Dept.		Rate	Units	Amount Due
		Hearock, Samantha (STNA)	LTC	S4 Regular	29.00	4.00	116.00
		Howard, Adam (STNA)	LTC	S4 Regular	29.00	11.50	333.50
			LTC	S4 Regular Weekend	43.00	12.00	516.00
		Snowden, Kimyatta (LPN)	LTC	S4 Regular	42.00	12.50	525.00
			LTC	S4 Regular	42.00	15.50	651.00
08/30/19 Fri		Thaler, Destiny (STNA)		S4 Regular	29.00	10.25	297.25
	Bou	lder - Belie Springs Health	and	Rehabilitation Sub	total:	65.75	2,438.75
				Inv	oice Total	65.75	\$2,438.75

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Penn Hwy Rt 22, Suite 201
Delmont, PA 15626
Thank You For Albowing Us the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 78 of 154

DNA

Dedicated Nursing Associates, Inc. 6536 William Penn Highway Rt 22 Suite 202 Delmont, PA - 15636-2409 Phone 855-349-8013

Period Ending: 8/17/2019 Invoice #: 15132374

Bill To:

Beile Springs Health and Rehabilitation 221 North Street Bellefontaine , OH - 43311

Services Provided For:

Belie Springs Health and Rehabilitation 221 North Street Beliefontaine, OH - 43311

8.50

8.50

Facility Name: Belle Springs Health and Rehabilitation Oppartment Name: STAR Annabeth Arr

Caregiver Name: Annabeth Anderson
 Date
 Shifts
 Caregiver

 08/15/2019
 10.00AM - 2:00PM
 Annabeth Anderson

 08/15/2019
 2:00PM - 7:00PM
 Annabeth Anderson
 Description
OH - STNA Hourly 4.00 4.50 OH - STNA Hourly

Caregiver Sub Total:

Unit Sub Total: Department Sub Total: 8.50 Facility Total: 8.50

> Please pay this amount: \$387.00 Please remit amount to:

Rate \$36,00 \$54.00

\$144,00 \$243.00

\$387.00

\$387.00

\$387.00

\$387.00

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

Dedicated Nursing Associates, Inc. 5536 William Penn Highway Rt. 22 Sulte 202 Delmont, PA - 15636-2405 Phona: 855-349-6013

Terms Net 30 All invoices that are past due per terms of the contract will be charged interest rate of 15%

Facility: Belle Springs Health and Rehabilitation

Invoice #:15132374

Page 1 Of 1

EXHIBIT 6

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22

Delmont, PA 15626

221 North School Street	Bill To	
	Belle Springs Health and Rehab	2100
dellefontaine, OH 43311	Bellefontaine, OH 43311	

Invoice

Date	Invoice #
10/1/2019	3230i

	PO No.	Terms	Project
		Net 30	
Quantity Description		Rate	Amoun
Interest Dev on the Following		N.	0.015 6.013 0.013 0.015 0.015 0.015

Statement

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Belle Springs Health and Rehah 221 North School Street Bellefontaine, OH 433 H

				Amount Due	Amount Enc.
				\$155.745.48	
Date		Amount	Balance		
06/14/2019	INV#159847. Due 07/14/20	19. Orig. Amount \$10,365	1.75.	10,365,75	10.365 7
06/14/2019	INV #159981 Due 07/14/20			493.50	10.859.2
06/21/2019	INV #160361 Due 07/21/20			11.873 75	22.733.0
06/28/2019	INV #160754. Due 07/28/20			13,956.63	36,689.6
07/05/2019	INV #161039. Due 08/04/20			14.031.25	50.720.8
07/12/2019	INV #161285. Due 08/11/20			504.00	51,224.8
07/12/2019	INV #161538. Due 08/11/20			15.747.38	66,972.2
07/19/2019	INV #161703. Due 08/18/20	 Orig. Amount \$13,956 	.75.	13,956.75	80,929.0
07/19/2019	INV #TTH17 Due 08/18/20	 Orig. Amount \$12,000 	.00.	12,000.00	92,929.0
07/26/2019	INV #162156. Due 08/25/20	 Orig. Amount \$9.858. 	75	9,858.75	102,787.7
08/02/2019	INV #162520. Due 09/01/20			5,937.75	108,725.5
08/09/2019	INV #163081. Due 09/08/20			8.581.17	117,306.6
08/16/2019	INV #163280. Due 09/15/20	 Orig. Amount \$1,428. 	50.	1,428.50	118,735.1
08/16/2019	TNV #163431. Due 09/15/2019. Orig. Amount \$9.356.50. 1NV #163433. Due 09/15/2019. Orig. Amount \$43.475. 1NV #163694. Due 09/22/2019. Orig. Amount \$3,828.00. 1NV #15177781. Due 09/22/2019. Orig. Amount \$9.594.63.			9,356.50	128,091.6
08/16/2019				434.75	128,526.4
08/23/2019				3.828.00	132,354.4
08/23/2019				9,546.51	141,900.9
08/30/2019 08/30/2019	INV #164018, Duc 09/29/20			1,858.50	143,759.4
08/30/2019	INV #14956903. Due 09/29/			3.011.00	146,770.4
09/06/2019	INV #164125. Due 10/06/20			2,438.75	149,209.1
09/06/2019	INV #15099427. Due 10/06/			710.50	149,919.6
09/06/2019 09/06/2019	INV #15099425. Due 10/06/.			425.50	150,345 1
09/06/2019	INV #15099426. Due 10/06/.			2.397.00	152,742.1
	INV #15132374. Due 10/13/			387.00	153.129.1
09/27/2019 10/01/2019	INV #15203389. Due 10/27/		00.	414.00	153,543.1
10/01/2019	INV #3230i. Due 10/31/2019			121.68	153,664.8
1001/2019	INV #3231i. Due 10/31/2019	, Orig. Ameunt 52,080.61		2,080.61	155.745.4
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	81-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
	44 016 68	58,004.63		0.00	

EXHIBIT 7

ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate

SCHEDULING AND SUBSTITUTE STAFF

- A. Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary, Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff

HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed while on assignment to the Contractor, however in no event will there be any less than performed without assignment or the contractor, nowever in the cent with mixed or any real section and a \$6,000.09 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than \$6,000.00

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made this 5th day of February 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626.

A N

Euclid Beach Healthcare ("Contractor"), having its principle place of business at 16101 Euclid Beach Boulevard, Cleveland, Ohio 44110

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by DNA

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons

EXPENSES

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this

1

COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local Fortability and Accountability Act ("HIPAA"), and all other applicable receral, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable state laws and regulations thereunder, to the extent those laws and regulations apply to Employees assigned to Contractor. This responsibility includes, but is not limited to, required information and assigned to Contractor. This responsionity includes, our is not mined to, required uncontained and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related protective equipment. Contractor with maintain documentation regarding daming and obligations hereunder, and make this documentation available to DNA upon request. Conwill provide post-exposure evaluation and follow-up in accordance with OSHA standards.

CONFIDENCE OF INFORMATION

- A Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement. Contractor shall not, without the prior written consent of DNA, publish, communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

INDEMNIFICATION

11. INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors. from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to this Ascendent. this Agreement.

PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars annual aggregate

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13. GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

INDEPENDENT STATUS

- A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do

INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable

ADDITIONAL LIMITATIONS/REQUIREMENTS

- Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express permission from DNA.
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any subsequent breach

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination. cancellation or expiration of the Agreement.

NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

28. DISASTERS AND RELATED EVENTS
Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.

ASSIGNMENT/SUCCESSORS AND ASSIGNS

A Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.

FLOATING POLICIES AND COMPETENCE

Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA, Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.

SUBCONTRACTING

DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued patient safety.

ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR

- A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor.
- If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the
- Employee must in fact be removed from the premises immediately.

 Contractor is responsible to determine the adequacy of each Employee's job performance. If Contractor determines that the Employee's performance is unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises

- B. This Agreement shall be binding upon any and all successors and assigns of Contractor. In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall have an affirmative duty to notify the potential buyer through the due diligence process or otherwise of the binding nature of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereof so that DNA may assert all rights it has under this Agreement, including, but not limited to, those referenced in Sections 29.A., 11 and 17 h
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification provisions of Section 11 hereof shall be fully enforced by DNA against Contractor- It expressly is understood that liability to DNA shall not be limited to booked but

CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

FINAL AGREEMENT: SURVIVABILITY OF TERMS

This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full force and effect.

32. TERM OF AGREEMENT AND TERMINATION
The term of this Agreement shall be from February 2019 to February 2020, and will automatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the thirty (30) day period after which any notice of intent to terminate without cause has been given.

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NOTICE

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc. 6536 William Penn Highway Rt 22 Suite 202

Delmont, Pennsylvania 15626

Contractor:

16101 Euclid Beach Boulevard Cleveland, Ohio 44110

CHOICE OF LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity jurisdiction would apply.

35 EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby:

Dedicated Nursing Associates, Inc.:	
By: Mean Brantile: Accountful D.	ated 2/8/19
By: Title: Account Rep.	Dated: 2/8/19
Contractor:	
Entity: 4 welld Beach Healthcare	
By: Yum KHA Title: Afthurstratur [Authorized Representative]	Dated: 47/19

[Electronic signature/verification has the same legal significance as writing]

8

Exhibit A

Per-Diem Rates	Weekday	Weekend
a. State Tested Nursing Assistant	\$29.00/Hr	532.00/Hr
b. Licensed Practical Nurse	\$42.00/Hr	\$45.00/Hr
c. Registered Nurse	\$52.00/Hr	\$55.00/Hr
Contract Assignment Rates		
a. State Tested Nursing Assistant	\$36.00/Hr	\$39.00/Hr
b. Licensed Practical Nurse	\$49.00/Hr	\$52.00/Hr
c. Registered Nurse	\$59.00/Hr	\$62.00/Hr

^{*} Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel.

Any new service not listed will be added by an addendum attachment.

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

- Saturday- 7:00 am-3:00 pm

3:00 pm-11:00 pm 11:00 pm-7:00 am

· Sunday-7:00 am-3:00 pm

3:00 pm-11:00 pm 11:00 pm-7:00 am

Holiday Policy

The following days will be billed at 1 ½ the hourly rate:
- New Year's Eve 3:00 p.m. through New Year's Day

- Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

Dedicated Nursing Associates, Inc Contract Forms	DETE
DNA Contract Compliance	DNA
	Document Number:
Document Title:	Effective Date: 01/13/2016
Joint Commission Compliance Form	Revision Date:
	Approved By: D.R./C.W.
	Page Number: Page 9 of 9

Dedicated floraling Associates, two (ENA) as a Joint Commission careful argumentation, we encurrage our climes re-

- Accolor as previous and immenging project to another the engineers at the time of its a foreign to a structure of the fact to any ordination of the time of production of productive (propular large to any ordination of the fact of the production of facility and the explosed to any ordination could be agreed to appear the production of the production of the fact of production of the explosed to any ordination of the large in explosing ordination of the any ordination of the explosion of the explosion of the production of the production of the explosion of the

Any cined all Deducted Hursery Assaciates, Inc. is encouraged to report a complaint or concern to the Joint Commission within IA colonian days of the emotter giving rise to the complaint Yax may contact the Jeint Commission by:

Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 ½).

Cancellation Policy for Per Diem Personnel

· Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge.

Cancellation Policy for Travel/Contract Assignment:

 Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks
agreed upon will be billed in full. If an employee works part of the assignment, that
time and the unworked portion will also be billed. The billed time is not to exceed
agreement unless an extension is required and documented. Minimum contract assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

^{**} Specialty is considered any unit outside of Long Term Care, Med/Surg, Telemetry, All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty.

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CONTACT CHECKLIST

Point of Contact	The state of the s
Administrator: Name: Kevin Ritz LNHA E-mall: Kritz Obayder Lathrare. Lun	DON: Closte Larry EN Name:
Phone: 216-486-2300	E-mail: Claney @ boulderheatheart con
ext 2501	Phone: 216-486-2300 Ext. 2521
Scheduler/Staffing Coordinator:	Other:
Name: Save into as A	
E-mail: Celeste's	
Phone: Mré	

Type of Facility: SKIK	1 Nursin	9 Facility	(SNF)	
Size/Number of Beds:	149			
Main Need (Discipline):	Nurses	LON'S, RA	15	
Currently Using Agency?	No			

- ${\bf 1\,Who}\ ({\sf ex}; {\sf OR}\ {\sf Nurse}, {\sf ER}\ {\sf Nurse}, {\sf Med}\ {\sf Tech}, {\sf Telemetry}, {\sf Nurse}\ {\sf Aide}\ {\sf etc.})\ ?$
- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.)?
- 3 When (ex: length of assignment, specific schedule/days, start date etc.) ?
- 4 Where (ex: if multiple locations/wings, where is the help needed)?

Billing Information

Billing/Invoice	
Contact Name: BASAR Williams	Title: A.f.
	E-mail Address: Bwilliams @Boulder healthcare.

Company Billing Name:	Euchs Beach Healthcase
Billing Address: 16101	Enclid Beach Blud Cleveland, OH 44110
nvoicing Preference:	() E-mail (X) Mail
Payment Preference: Card	() ACH () Check () Credit
OT Rate:	Holiday Rate:
MSP/VMS fee (if applical	ole):
dministrative fees (if ap	plicable) & Special billing requirements:

12



Dedicated Nursing Associates, Inc 6731 William Penn Him Rt 22, Sulta 201 Demont, FA 15624 (855) 249-6013

Boulder Healthcare - Euclid Beach Healthcare 16:01 Euclid Beach Blvd. Cleveland, OH 44:110

INVOICE Invoice No. 159633 Date 05/07/2019 Page 1

Terms	PO Number
30	

							30		
Date	Shift	Temp	Dept			_			
05/29/19 Wed	07:00A - 03:00F	Benson Tavia (STNA)				Desc.	Rate	Units	Amount Due
05/30/19 Thu	07:00A - 03:00F	Benson, Tavia (STNA)			Regular		29.00	7.50	217.50
05/31/19 Fri	07:00A - 03:00P	Benson, Tavia (STNA)			Regular		29.00	7.50	217.50
05/01/19 Sat	07:00A - 03:00P	Benson, Tavia (STNA)			Regular		29.00	7.50	217.50
05/26/19 Sun	11:00P - 07:00A	Eaton, Porchia (STNA)				Weekend	32.00	7.50	240.00
			FIC	53	Regular	Weekend	32.00	1.00	32.00
05/29/19 Wed	07:00A - 03:00P	Eaton, Porchia (STNA)	ITC	0.1	Regular	Weekend Holiday		6.50	312.00
05/29/19 Wed	03:00P - 11:00P	Hawking Latairia /CTAIA					29.00	B.G0	232.00
U5/2//19 Mon	07:00A - 11:00P	Holton Brittony / ETNIA			Regular		29.00	8.00	232.00
no/01/13 29t	03:00P - 11:00P	Kamau Martin (STNA)				Holiday	43.50	16.00	696.00
US/2//19 Mon	C8:00A - 03:15P	Nichola Shamaka (CTA)			Regular	Weekend	32.00	8.00	256.00
05/30/19 Thu	07:00A - 03:00P	Payne Tiffany (STNA)			Regular	Holiday	43.50	7.25	315.38
US/20/19 SUR	07:00A - 03:00P	Stewart Autumn (CTNA)					29 00	8.00	232.00
U2/4//19 Mon	03:00P - 11:00P	Stewart Autumn (CTNA)				Weekend	32.00	8.00	256.00
05/28/19 Tue	07:00A - 03:00P	Stewart Autumn (CTRIS)			Regular Regular	Holiday	43.50	8.00	348.00
03/28/19 lue	03:00P - 11:00P	Stewart Autumo (ETNA)					29:00	8.00	232.00
05/30/19 Thu	07:00A - 03:00P	Stewart, Autumn (STNA)			Regular		29.00	8.00	232.00
03/31/19 FN	07:00A - 03:00P	Stewart Autumn (STAIA)			Regular		29.00	8.00	232.00
00,01/13 296	07:00A - 03:00P	Stewart Autumn (CTNA)	170		Overtime		43.50	8.00	348.00
03/28/19 (ne	07:00A - 02:00P	Washington Shaling (CTAIA)					48.00	8.00	384.00
			LTC	21	Kegutar		29.00	7.00	203.00
001 51 - 2 1.1(31)	07.00A - 03:00P	Willis Brittany (CTRIA)					29.00	7.00	203.00
05/28/19 Tue	07:00A - 03:00P	William Co. Co.			Regular I		43.50	8.00	348.00
		Bould - M	2.16	21	Regular		29.00	7.50	217.50

Boulder Healthcare - Euclid Beach Healthcare Subtotal: 178.25 6,203.38
Invoice Total: 178.25 66,203.38

Please Send Payments to:
Dedicated Nursing Associates Inc
6518 William Pann Hwy Rt 22, Suite 201
Delmond, PA, 1569/66 Rt 22, Suite 201
Thank You For Allowing Us the Howlege of Serving You!
Thank You For Allowing Us the Howlege of Serving You!
All is voices that are past due partitle femils of the contribut will be charged interest at a rate of 1.5%

Dedicated Nursing Associates, Inc 6136 WM am Fern Hwy RI 22, Suite 231 Estimons, MA 13626 (855) 349-6013

DNA

Boulder Healthcare - Euclid Beach Healthcare 16101 Euclid Beach Bivd. Cleveland, OH 44110

INVOICE Terms PO Number

						30		
Date	Shift Worked	Temp	Dept		Desc.	Rete	Units	Amount
06/07/19 Fri	11:00P - 07:00A	Beaman, Juanita (STNA)	LTC	53	Regular	29.00	8.00	232.00
06/07/19 Fri	11:00P - 07:00A	Benford, Toney (STNA)	LTC	53	Regular			217.50
05/02/19 Thu	07:00A - 03:00P	Benson, Tavia (STNA)	LTC	51	Regular			217.50
06/05/19 Wed	1 07:00A - 03:00P	Benson, Tavia (STNA)	LTC	51	Regular			217.50
05/08/19 Sat	07:00A - 03:00P	Benson, Tavia (STNA)			Regular Weekend			240.00
06/05/19 Wed	03:00P - 11:00P	Blackmon, Renee (STNA)	ITC	52	Regular			217.50
06/05/19 Wed	07:00A - 03:00P	Chukwunede, Tatiana (STNA)	LTC	SI	Regular	29 00		232.00
06/08/19 Sat	03:00P - 11:15P	Conner, Ashlee (LPN)			Regular Weekend			371.25
06/05/19 Wed	07:00A - 03:00P	Eaton, Porchia (STNA)			Regular			217.50
06/05/19 Wed	03:00P - 11:00P	Eaton, Porchia (STNA)	LTC	52	Regular			217.50
06/06/19 Thu	07:00A - 03:00P	Eaton, Porchia (STNA)			Regular			217.50
06/06/19 Thu	03:00P - 11:00P	Eaton, Porchia (STNA)			Regular	29.00		217.50
06/07/19 Fri	07:00A - 03:00P	Eaton, Porchia (STNA)			Regular	29.00		217.50
06/07/19 Fri		Eaton, Porchia (STNA)		52	Regular Overtime	29.00	2.50	
05/08/19 Sat	07:00A - 03:00P	Eaton, Porchia (STNA)	LTC		Overtime Weekend			
06/05/19 Wed	11:00P - 11:45P	Goggins, Tenisha (STNA)			Regular			21.75
06/07/19 Fri		Goggins, Tenisha (STNA)			Regular			232.00
06/08/19 Sat	11:00P - 07:00A	Goggins, Tenisha (STNA)			Regular Weekend			256.00
06/04/19 Tue	07:00A - 03:00P				Regular			217.50
06/07/19 Fri	07:00A - 03:00P				Regular			232.00
06/08/19 Sat	07:00A - 03:00P	Gossett, Sakia (STNA)			Regular Weekend			240.00
05/17/19 Fri	11:00P - 07:00A				Regular			217.50
06/07/19 Fri	07:00A - 03:00P	to to			Regular			232.00
06/08/19 Sat	07:00A - 03:00P	Hawkins, Lataisia (STNA)			Regular Weekend			256.00
06/04/19 Tue	03.00P - 11.00P	Haynes, Candance (STNA)						217.50
05/05/19 Wed	03:00P - 11:00P	Holton, Brittney (STNA)						232.00
05/01/19 Wed	03:00P - 11:30P	Hyche, Derrick (LPN)			_	42.00		
06/02/19 Sun	03:00P - 11:00P					32.00		

EXHIBIT 8

Convogent Stating: Invoice

Please Send Payments to:
Oet Cited Nursing Associates Inc.
6538 William Pene Hwy Rt 22, Suite 201
Delmont, PA 15826
Thank You Fe Allowing but the Purilege of Serving You!
All Invokes that are past due per the terms of the contract will be charged interest at a rate of 1.5%

Confingent Staffing: Invoice

						100			
Data		Shift Worked	Temp	Dept		Desc.	Rate	Units	Amount Due
06/05/19	9 Wed	03:00P - 11:00P	Kamau, Martin (STNA)	LTC	52	Regular	29.00	8.00	
06/06/19	7 Thu	03:00P 11:00P	Kamau, Martin (STNA)	LTC		Regular	29.00		
06/07/19		03:00P - 11:00P	Kamau, Martin (STNA)	LTC		Regular	29.00		
06/08/19		03:00P - 11:00P	Kamau, Martin (STNA)	LTC		Regular Weekend			002100
06/07/19		07:00A - 03:00P	Kelly, Iesha (STNA)			Regular	29.00	8.00	
06/07/19	Fri	03:00P - 11 00P	Kelly, Jesha (STNA)			Regular	29.00	8.00	
06/08/19	Sat	07:00A - 03:00P	Kelly, Iesha (STNA)			Regular Weekend			232.00
06/08/19	Sat	03:00P - 11:00P	Kelly, Iesha (STNA)			Regular Weekend			256.00
06/07/19	Fri	03:00P - 11:00P	Obe, Oluwatoyin (STNA)			Regular Weekend			256.00
06/05/19	Wed	07:00A - 03:30P	Philpot, Honey (LPN)			Regular	29,00	7.50	217.50
06/07/19	Fri		Philpot, Honey (LPN)			Regular	42.00	8.50	357.00
05/07/19	Fri	03:00P - 11:30P	Robinson, Shatuana (LPN)				42.00	8.25	346.50
06/05/19	Wed	03:00P - 11:00P	Smith, Adreyonna (STNA)			Regular	42.00	8.00	336.00
06/06/19	Thu	03:00P - 11:00P	Smith, Daesha (STNA)			Regular	29.00	B_00	232.00
			Sittle, Daesila (SiteM)	LIL		Regular Overtime	29.00 43.50	1.75	50.75
06/06/19	Thu	11:00P - 07:00A	Smith, Daesha (STNA)	LTC		Overtime			271.88
06/04/19	Tue	07:00A - 03:00P	Stewart, Autumn (STNA)			Regular	43.50	8.00	348.00
06/05/19	Wed	07:00A - 03:00P	Stewart, Autumn (STNA)			Regular	29.00	8.00	232.00
06/06/19	Thu	07:00A - 03:00P	Stewart, Autumn (STNA)			Regular	29.00	8.00	232.00
06/07/19	Fri	07:00A - 03:00P	Stewart, Autumn (STNA)			Regular Regular	29.00	8.00	232.00
			oterrary metallin (STIMA)	LIC		Neguiar Overtime	29.00	0.50 7.50	14.50
06/05/19	Wed	03.00P - 11:00P	Taylor, Tiara (STNA)	LTC		Regular	29.00	8.00	326.25
06/07/19			Taylor, Tiara (STNA)			Regular	29.00		232.00
06/08/19	Sat	03:00P - 11:00P	Vassar, Carmi (STNA)			Regular Weekend		8.00	232.00
06/08/19	Sat	11:00P - 06 45A				Regular Weekend		7.75	248.00
06/04/19	Tue	11:00P - 07 00A	Wilson, Zinga (STNA)			Regular Weekend		7.50	240.00
			oulder Healthcare - Eucli				29.00	8.00	232.00
				96	acn	meanincare Subi	otal:	401.50	12,983.13

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 84 of 154

DNA Distriction Names Assessment for

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder Healthcare - Euclid Beach Healthcare 16191 Euclid Seach Bivd. Cleveland, OH 44110

INVOICE Invoice No. 160302 Date 06/21/2019 Page 1

т	arms	PO Number
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Date	Shift Worked	Temp	Dept	t. Desc.	Rate	Units	Amount
06/10/19 Mor	03.00P - 11:00P	Benford, Toney (STNA)	LTC	S2 Regular	29.00	7.50	217.50
06/10/19 Mor		Benson, Tavia (STNA)		S1 Regular	29.00		333.50
05/11/19 Tue	07:00A - D3:00P	Benson, Tavia (STNA)		S1 Regular	29.00		217.50
05/14/19 Fri		Benson, Tavia (STNA)		S1 Regular	29.00		217.50
06/14/19 Fri	03:00P - 11:00P	Benson, Tavia (STNA)		S2 Regular	29.00		217.50
06/15/19 Sat	07:00A - 03 00P	Benson, Tavia (STNA)		S1 Regular Weekend	32.00		192.00
				S1 Overtime Weekend		1.50	
06/13/19 Thu	03 COP - 11:00P	Blackmon, Renee (STNA)	LTC	S2 Regular	29.00		232.00
06/14/19 Fri	-4.00	Blackmon, Renee (STNA)	LTC	S2 Regular	29.00		232.00
06/11/19 Tue		Drew, Tavana (STNA)	LTC	S2 Regular	29.00		217.50
06/15/19 Sat		Drew, Tavana (STNA)	LTC	52 Regular Weekend	32.00		256.00
06/10/19 Mon	07:00A - 03:00P	Eaton, Porchia (STNA)		S1 Regular	29.00		217.50
06/10/19 Mon	03:00P - 11:00P	Eaton, Porchia (STNA)	STC	S2 Regular	29.00		217.50
06/11/19 Tue	07:00A - 03:00P	Eaton, Porchia (STNA)	LTC	SI Regular	29.00		217.50
06/11/19 Tue	03:00P - 11:00P	Eaton, Porchia (STNA)	LTC	S2 Regular	29.00		217.50
06/14/19 Fri		Eaton, Porchia (STNA)		S1 Regular	29.00		232.00
06/14/19 Fri	03:COP - 11:00P	Eaton, Porchia (STNA)		S2 Regular	29.00		58.00
06/13/10 7				S2 Overtime	43.50		251.00
06/13/19 Inc	11:00P - 07:00A	Ebotmanyinaw, Nikoline (STNA)	LTC	S3 Regular	29.00		217.50
05/12/19 Wed	03:00P - 11:30P	Ellis, Angela (RN)	LTC	52 Regular	52.00		442.00
06/09/19 Sun	11:00P - 07:00A	Goggins, Tenisha (STNA)	LTC	53 Regular Weekend	32.00		256.00
06/10/19 Mon	11:00P - 07:00A	Goggins, Tenisha (STNA)	LTC	53 Regular	29.00	8.00	232.00
06/14/19 Fri		Goodson, Alexia (STNA)	LTC	S2 Regular	29.00		217.50
06/09/19 Sun	07 COA - 03:COP	Gossett, Sakla (STNA)	LTC	S1 Regular Weekend	32.00		256.00
06/10/19 Mon	07:00A - 03:00P	Gossett, Sakia (STNA)		S1 Regular	29.00		232.00
06/10/19 Mon	11:00P - 07:00A	Hawkins, Lataisia (STNA)	LTC	S3 Regular	29.00		232.00
06/13/19 Thu	07:00A - 03:00P	Hawkins, Lataisia (STNA)		S1 Regular	29.00		217.50
06/10/19 Man	07:00A - 10:00A	Jackson, DeAndra (STNA)		S1 Regular	29.00		87.00
06/11/19 Tue	07:00A - 03:00P			51 Regular	29.00		232.00
				-		0.00	

Please Send Payments to:
Declared Nursing Associates Inc
Gold William Period Hay 18 22, Sine 201
Delman, PA 15226
Thank Tay Are Adventing the Environce of Sensing You!
Thank Tay Are Adventing the Environce of Sensing You!
All Invariant Chief are past that por the terms of the contract will be charged interest at a race of 1.5%

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy. Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder Healthcare | Euclid Beach Healthcare 15101 Euclid Beach Blvd, Cleveland, OH 44110

INVOICE Invoice No. 160706 Date 06/28/2019 Page 1

Terms	PO	Number
30	1	

	4.45							
Date	Shift Worked	Tamp	Dept.		Desc.	Rate	Units	Amount
06/20/19 Thu	03:00P - 11:30P	Amey, Tiffany (LPN)	LTC	52	Regular	42.00	8.00	336.00
06/16/19 Sun	07:00A - 03.00P	Benson, Tavia (STNA)	LTC	12	Regular Weekend	32.00		240.00
06/17/19 Mon		Blackmon, Renee (STNA)	LTC	S2	Regular	29.00		217.50
06/18/19 Tue		Bodkin, Jennifer (LPN)	LTC	52	Regular	42.00		273.00
06/21/19 Fri	07:00A - 04:00P	Conner, Ashiee (LPN)	LTC	51	Regular	42.00		378.00
06/22/19 Sat		Conner, Ashlee (LPN)	LTC	51	Regular Weekend	45.00		371.25
06/18/19 Tue	07:00A - 03:00P	Desselles, Jasmine (STNA)			Regular	29.00		232.00
06/22/19 Sat	07:00A - 03:00P	Desselles, Jasmine (STNA)			Regular Weekend			256.00
06/21/19 Fri		Eaton, Porchia (STNA)			Regular	29.00		232.00
06/22/19 Sat	03:00P - 11:00P	Eaton, Porchia (STNA)			Regular Weekend			256.00
06/22/19 Sat		Eaton, Porchia (STNA)			Regular Weekend			256.00
06/21/19 Fri	07:00A - 03:00P	Goodlow, Deanna (STNA)			Regular	29.00		232.00
06/21/19 Fri	07:00A - 03:00P	Gossett, Sakia (STNA)			Regular	29.00		232.00
06/22/19 Sat	07:00A - 03:00P	Gossett, Sakia (STNA)			Regular Weekend			256.00
06/22/19 Sat	07:30A - 03:30P	Hamilton, Delvon (LPN)			Regular Weekend			360.00
06/16/19 Sun		Hawkins, Lataisla (STNA)			Regular Weekend			256.00
06/17/19 Mon	11:00P - 07:00A	Hawkins, Lataisia (STNA)			Regular	29.00		232.00
06/20/19 Thu	03:00P - 11:30P	Hill, Shantell (LPN)			-	42.00		336.00
06/21/19 Fri	03:00P - 11:30P	Hill, Shantell (LPN)			Regular	42.00		346.50
06/19/19 Wed	03:00P - 07:15A	Holton, Brittney (STNA)			Regular	29.00		471.25
06/21/19 Fri	07:00A - 03:00P	Holton, Brittney (STNA)			Regular	29.00		232.00
06/21/19 Fri					Regular	29.00		232.00
06/18/19 Tue	03:00P - 11:00P	Johnson, Cory (STNA)			-	29.00		217.50
06/18/19 Tue		Kamau, Martin (STNA)			_	29.00		
06/19/19 Wed	03:00P - 11:00P	Kamau, Martin (STNA)				29.00		232.00
05/21/19 Fri	03:00P - 11:00P	Kamau, Martin (STNA)			2	29.00		232.00 232.00
06/17/19 Mon	03:00P - 11:00P	Kelly, Iesha (STNA)				29.00		232.00
06/20/19 Thu	03:00P - 11:00P	Maria de la companya della companya			-	29.00		232.00
		Kelly, Iesha (STNA)				29.00		232.00
				-11	regula.	27.00	0.00	232.00

Please Send Payments to:
Dedicated Nursing Associates Inc
6538 William Penn Hwy R 22, Sulte 201
Delmon; Pa 15can Hwy R 22, Sulte 201
Delmon; Pa 15cang Us the Privilege of Serving You.
Thank You For Allowing Us the Privilege of Serving You.
All Invoices that are nest due per the terms of the contract will be charged interest at a rate of 1.5%.

Invoice No. 160302 Date 06/21/2019 Page 2 Terms PO Number 30

				30			
Date	Shift Worked	Temp	Dept		Rate	Units	Amount Due
06/13/19 Thu	07:00A - 03:00P	Jennings, Gequanna (STNA)	LTC	S1 Regular	29.00	8.00	232.00
06/13/19 Thu	07:00A - 03:00P	Jorden, Alexandra (STNA)		S1 Regular	29.00		
06/09/19 Sun	03:00P - 11:00P	Kamau, Martin (STNA)		S2 Regular Weekend			217.50
06/13/19 Thu	03:00P - 11:00P	Kelly, Iesha (STNA)		S2 Regular	29.00	8.00	256.00
06/14/19 Fri		Kelly, Jesha (STNA)		S2 Regular	29.00		232,00
06/09/19 Sun	07:00A - 02:00P	Lee, Myriah (STNA)		51 Regular Weekend		0.04	232.00
06/11/19 Tue	07:00A - 03:45P	Patterson, Derrika (LPN)		S1 Regular	42.00	6.50	208.00
06/14/19 Fri		Robinson, Shatuana (LPN)		S2 Regular	42.00	8.25	346.50
06/13/19 Thu	07:00A - 03:00P	Simmons, Astin (STNA)		S1 Regular		8.00	335.00
06/14/19 Fri	07:00A - 03:00P	Simmons, Astin (STNA)		S1 Regular	29.00	8.00	232.00
06/11/19 Tue	03:00P - 11:00P	Smith, Adreyonna (STNA)		S2 Regular		8.00	232.00
06/12/19 Wed	03:00P - 11:00P	Smith, Adreyonna (STNA)		52 Regular	29.00	7.50	217.50
06/12/19 Wed	11:00P - 07:00A	Smith, Adreyonna (STNA)			29.00	7.75	224,75
06/13/19 Thu	03:00P - 11:00P	Smith, Adreyonna (STNA)		S3 Regular	29.00	7.75	224.75
06/05/19 Wed	07:00A - 11:00A	Smith, Siera (STNA)		S2 Regular	29,00	8.00	232.00
	Note Inconvenier		LIC	S1 Regular	29.00	4.00	116.00
06/10/19 Mon							
06/09/19 Sun	07:004 - 03:008	Washington, Shalina (STNA)	LIC	S2 Regular	29.00	7.50	217.50
06/10/19 Mag	07:004 - 03:000	Washington, Shalina (STNA)	LIC	51 Regular Weekend		8.00	256.00
06/13/19 Thu	07:00A - 02:00P	Washington, Shalina (STNA)	LTC	S1 Regular	29.00	7.00	203.00
05/12/19 Wed	03:000 - 05:300	Washington, Shalina (STNA) Watson, Tierra (STNA)			29.00	8.00	232.00
,, 13 WEG				S2 Regular	29.00	2.50	72.50
		Boulder Healthcare - Eucli	d Be				10,967.50
				Inv	aice Tata	1: 354.75	\$10,967.50



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder Healthcare - Euclid Beach Healthcare 15101 Euclid Beach Bivd. Geveland, OH 44110

INVOICE Invoka No. 161389 Oate 07/12/2019 Page 1

Yerms PO Number 30

Date	Shift Worked	Temp	Dept.	Desc.		Rate	Units	Amount Due
		Amey, Tiffany (LPN)	LTC	S1 Regular		42.00	7.50	315.00
07/02/19 Tue	03:00P - 11:30P	Amey, Tiffany (LPN)		SZ Regular		42.00	8.50	357.00
07/01/19 Mon	07:00A - 03:30P	Conner, Ashlee (LPN)		S1 Regular		42.00	8.50	357.00
07/02/19 Tue	07:00A - 03:30P	Conner, Ashlee (LPN)		S1 Regular		42.00	8.50	357.00
07/02/19 Tue	03:00P - 11:00P	Curtis, Antonio (STNA)		S2 Regular		29.00	8.00	
07/06/19 Sat	03:00P - 10:00P	Curtis, Antonio (STNA)		S2 Regular W	lnakand			232.00
07/06/19 Sat	11:00P - 07:30A	Goggins, Tenisha (STNA)		53 Regular W			7.00	224.00
07/01/19 Man	07:00A - 04:00P	Griffin, Tiffany (LPN)		S1 Regular N	eereno	32.00	8.50	272.00
07/02/19 Tue	07:00A - 03:30P	Griffin, Tiffany (LPN)				42.00	8.50	357.00
07/01/19 Man	07:00A - 03:00P	Jennings, Gequanna (STNA)		S1 Regular		42.00	8.00	336.00
07/03/19 Tue	03:003 - 11:000	Kamau, Martin (STNA)				29.00	8.00	232.00
07/02/19 108	03:00P + 11:00P	Kamau, Martin (STNA)		52 Regular		29.00	8.00	232.00
07/02/19 (96	03:00P - 11:00P	Kelly, Iesha (STNA)	LTC	S2 Regular		29.00	8.00	232.00
07/03/19 Med		Kelly, Iesha (STNA)	LTC	S2 Regular		29.00	4.00	116.00
	Note inconvenier							
07/02/19 Tue	04:00P - 11:00P	Stewart, Autumn (STNA)	LTC	S2 Regular		29.00	7.00	203.00
07/03/19 Wed	07:00A - 03:00P	Stewart, Autumn (STNA)		S1 Regular		29.00	8.00	232.00
07/02/19 Tue	03:00P - 12:00A	Sumbry, Rayona (LPN)		S2 Regular		42.00	8.50	357.00
07/02/19 Tue	03:00P - 10:45P	Tan, Kean (LPN)		S2 Regular		42.00	7.25	304.50
07/03/19 Wed	03:00P - 07:00P	Vernon, Treasure (RN)		S2 Regular		52.00	4.00	
		ice pay per contract		90101		32.00	4100	208.00

Boulder Healthcare - Euclid Beach Healthcare Subtotal: 135.75 4,923.50 Invoka Total: 135.75 14,923.50

Please Send Payments to:
Dedicated Nursing Associates for,
6:36 Wilsiam Peon Hay Nr. 22, Sudie 201
Delmort, PA. 15426
Thank Too Ir. An Aboung Us the Privilege of Senting You!
Thank Too Ir. An Aboung Us the Privilege of Senting You!
All invocase that are past due per the terms of the contract will be charged interest at a rate of 1.5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 85 of 154

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, P4 15626 (855) 349-6013

Boulder Healthcare - Euclid Beech Healthcare 16101 Euclid Beach Blvd. Cleveland, OH 44110

INVOICE Invoice No. 161802 Date 07/19/2019 Page 1

Date	Shift Worked	Temp	Dept	Desc.	Rate	Units	Amount Due
07/07/19 Sun	07:00A - 03 00P	Benson, Tavia (STNA)		S1 Regular Weekend	32.00	7.50	240.00
07/09/19 Tue	03:00P - 11:00P	Conner, Ashlee (LPN) Forte, Eyani (STNA)		S1 Regular S2 Regular	42.00 29.00	8.25 7.50	346.50
07/10/19 Wed	03:00P - 11:00P	Forte, Evani (STNA)		S2 Regular	29.00	7.50	217.50
07/10/19 Wed 07/03/19 Wed	11:00P - 11:00P	Holton, Brittney (STNA) Philpot, Honey (LPN)		52 Regular S3 Regular	29.00	8.00	232.00
				S3 Regular Holiday	42.00 63.00	3.00	42.00 189,00
07/03/19 Med	Note Inconvenie	Smith, Adreyonna (STNA) nce pay	LTC	52 Regular	29.00	4.00	116 00

nence pay

Boulder Healthcare - Euclid Beach Healthcare Subtotal: 46.75 1,600.50

Invoice Total: 46.75 31,600.50

Please Send Payments to:
Dedicated Nursing Associates Inc.
Dedicated Nursing Associates Inc.
SSIS William Point Hay Rt 22, Suiste 201
Delmont, PA 15526.
Thank Too If An Hollowing Use the Privilege of Senting You!
Thank Too If An Hollowing Use the Privilege of Senting You!
All invoces that are past due per the terms of the contract will be charged interest at a rate of 1.5%

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22

Suite 201

Delmont, PA 15626

Boulder Healthcare-Euclid Beach Healthcar 1610) Euclid Beach Blvd, Cleveland, OH 44110

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Interest Due on the Following		
6,203.38	Invoice #159631 Invoice #160091	0.015 0.015	93.0 194.7
	Invoice #160302	0.015	164.
9.378.5	Invoice #160706	0.015	140.0
		Total	\$592.5

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Invoice

Date	Invoice#
9/1/2019	3122i

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22

Suite 201

Delmont, PA 15626

Bill To	
Noulder Healthcure-Eischil Beach Healthcar 6101 Earthd Beach Blvd: Sleveland, OH 44130	

- 1			_	=	_	_
- 1	n	w	റ	a	ഹ	Ω

Invoice

8/1/2019

Invoice #

2951i

Date	Invoice #
10/1/2019	3185i

P.O No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Interest Due on the Following		
	Invoice #159631	0.015	93.03
	Invoice #160091	0.015	194.75
	Invoice #160302	0.015	164.5
	Invoice #160706	0.015	140.6
	Invoice #157326B	0.015	0.0
	Invoice #160896	0.015	100.4
	Invoice #161389	0.015	73.8
	lavoice #161802	0.015	24.0
592.99	Invoice #2951i	0.015	8.8
		Total	\$800.25

1_	P.O. No.	Terms	Project
		Net 30	

Quantity	Description	Rate	Amount
	Interest Due on the Following		
	Invoice #159631	0.015	93.0
	Invoice #160091	0.015	194.
	Invoice #160302	0.015	164.
	Invoice #160706	0.015	140
5.63	Invoice #157326B	0.015	0.
	Invoice #160896	0.015	100.
	Invoice #161389	0.015	73.
1.600.5	Invoice #161802	0.015	24.
	Invoice #2951;	0.015	8.
800.25	Invoice #3122i	0.015	12.
		Total	\$812.3

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 86 of 154

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Statement

Amount Due

Date 10/8/2019

Amount Enc.

To:	
ouider Healtheare-Euclid Beach Healthear 6101 Euclid Beach Blood Teveland, CH 44110	

\$43,144,34 Date Amount Balance PMT #1428.
INV #156091. Due 07/07/2019. Grig. Amount \$0,201.38.
INV #156091. Due 07/14/2019. Grig. Amount \$12.983.13.
INV #156091. Due 07/14/2019. Grig. Amount \$12.983.13.
INV #156002. Due 107/21/2019. Grig. Amount \$10,967.50.
INV #156002. Due 107/21/2019. Grig. Amount \$9,107.50.
INV #156096. Due 07/28/2019. Grig. Amount \$1,97.50.
INV #157326. Due 08/04/2019. Grig. Amount \$4,923.50.
INV #157326. Due 08/14/2019. Grig. Amount \$1,923.50.
INV #157326. Due 08/14/2019. Grig. Amount \$1,923.50.
INV #157326. Due 08/14/2019. Grig. Amount \$50.99.
INV #158002. Due 08/14/2019. Grig. Amount \$50.99.
INV #31851. Due 10/31/2019. Grig. Amount \$50.02.
INV #31851. Grig. Grig. Amount \$50.29.
INV #31851. Grig. Grig. Amount \$50.25.
INV #31851. Due 10/31/2019. Grig. Amount \$812.25. -11,738,54 6,203,38 12,983,13 -79,75 10,967,50 9,378,50 6,695,00 5.63 4,923,50 1,600,50 592,99 800,25 812,25 -11,738.54 -5,535.16 7,447.97 7,368.22 18,335.72 27,714.22 34,409.22 34,414.85 39,338.35 40,938.85 41,531.84 42,332.09 43,144.34 09/01/2019 10/01/2019 1-30 DAYS PAST 31-60 DAYS PAST CURRENT 61-90 DAYS PAS OVER 90 DAYS 812.25 800.25 7.116.99 34,414.85 \$43,144,34

EXHIBIT 9

agin envisope us destinent-erich-ressert de uncreamente mediand of Greenville 937-548-9061 Headland of Greenville 937-548-9061 In streetmentage fee (EI) 54-501

Page: 2 of 24 07/03/3010 12:27 PM

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made this 2st day of July 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 5536 William Pani Highway Rt. 22, Sorte 262, Delmont, Pennsylvania 15626,

A N D

Greenville Health and Rehab ("Contractor"), having its principle place of business at 243 Marion Drive, Greenville, Ohio 45331.

WHEREAS, DNA is in the business of providing registered numes, licensed practical nurses, certified nursing sicks, home health aides and other modical professionals ("Employees") with particular skills and experience, and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by

NOW, THEREFORE, in consideration of the coverants contained herein and intending to be legally bound, the parties hereby agree as follows:

EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

2. QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license. Physical and Mantoux test and criminal clearances, as required.

3. DNA AS EMPLOYER
Compractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social sectority, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons it furnishes to Contractor.

EXPENSES

Contractor shall be responsible for all expenses incurred by INAA amployees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this

EXHIBIT 10

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 87 of 154

USign Envelope ID CB21589C-618E-4832-81CE-0ACF8A3BC10F JU/02/2019 1 32 55 9 M Harriand of Greenville 937-548-0081 ran: 3496819F Fusing Fax: 17246733779 To: 8379480619@rctux.cem Fax: (837) 644-781 3/15 Page: 6 of 16 27/03/2019 12:37 PM

5. <u>ADMINISTRATIVE LINK</u>
For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate.

SCHEDULING AND SUBSTITUTE STAFF

- A Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not autilerized to accept a schedule change sensonic for Employees. Contractor is not auticrized to accept a schedule change fixed is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change result in a Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary, Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday, however, DNA cannot guarantee that it can or will provide

HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

8. HIRNO OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE
Contractor may wish to employ directly an Employee who has been supplied by DNA. In
the event of such a conversion to the employ of Contractor or to another employer to whom
Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee
is \$15,000.00 for an RNA, \$12,000.00 for an LPN, \$9,000.00 for a CNA, and \$9,000.00 for a HAA
or NA. The conversion fee will be reduced by \$200.00 for act Al hours of weekly services
performed while on assignment to the Contractor, however in no event will have be any less than
a \$6,000.00 conversion fee for any position. The same calculations will be used if Contractor
convers a DNA Employee to part-time status. Again, the
onversion fee will not be less than
\$6,000.00.

A. The conversion fee is payable if Contractor lines the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another assency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

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Páge: 8 of 56

Two Million (\$2,000,000.00) Dollars per occurrence and \$ix Million (\$6,000,000.00) Dollars annual aggregate

GENERAL LIABILITY INSURANCE

Gostrect shall maintain accident and general liability insurence overing the premises where DNA furployees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

INDEPENDENT STATUS

- 14. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to he the employer or employes of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, in shall be construed, to render one party an employee, servant or parmer of the other.
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discission or negotiation with the Internal Revenue Service or other government agency, prespective by whom such agoldations were imitated, to the extent permitted by the Internal Revenue Service or other government agency. Service or other government agencies.

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA impleyees outside of the assignment scope. All communications regarding staff scheduling with DNA Employees, whether written, werbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

16. NO SOLICITATION BY CONTRACTOR
During the term of this Agreement, Contractor shall not solicit or aniempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's length or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do so on its behalf

INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggreeved party, shall be entitled to immediate injuristive relief to prevent the irreparable harm which will result in the absence of such relief.

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9. COMPLIANCE WITH APPLICABLE I AW

DNA and Contractor shall comply with the Fair Latior Standards Act, the Occupational
Safety and Health Act ('OSHA''), Immigration Reform and Control Act, the Health Insurance
Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local
stantates, laws, ordinances, regulations and standards including, but not limited to, equal
employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint
Commission, whether as presently enacted or as hereafter attended. Notwithstanding the above,
it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable
state laws and regulations thereunder, to the extent these laws and egulations apply to
Employees assigned to Coutractor. This responsibility includes, but is not limited to, required
information and training in site-specific protocols, the facility deposule control plan and
available personal protective equipment. Contractor will maintain documentation regarding
training and related obligations hereunder, and make this documentation available to DNA uponrequest. Contractor will provide post-exposure evaluation and follow-up in accordance with request. Contractor will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

- 10. CONFIDENCE OF INFORMATION

 A. Contractor shall keep in confidence all information rulating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, reterancel data, recruiting, compensation, billing, and all other confidential knowledge, sata and information related to the business and affairs of DNA that has be acquired in furtherance of the relationship contemplated by this Agreement. During jud after the term of this Agreement, Contractor shall not, without the prior written consumt of DNA, publish, communicate, divulse or disclose any such information. communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with an regulations that have or may become effective turing the term of this Agreement, including, but not limited to HIPAA and any amendments, tules and regulations promulgated thereunder. The parties further agree to exclude any additional documents that may be required under HIPAA, including, but not limited to, a Rusiness Associates A comment. Business Associates Agreement.

INDEMNIFICATION

DNA and Contractors shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, onlyloyees, agents and independent contractors. From and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's feet and costs of put, arising out of or in connection with their own acts or omissions, whether in whole or iti part, relating to their obligations pursuant to this Agreement,

PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than

67723-2318 12-27 8W

FLOATING POLICIES AND COMPETENCE

Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, writen percussion of DNA, Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise. Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-list policies prior to glacement.

SUBCONTRACTING

DNA, at its sole discretion, may contract with one or more puson or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed as "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illinesses, or security incidents including incidents of property damage or think, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued patient safety

- 22. ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR
 A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor
- B. If Contractor reasonably believes that any Employee as igned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours sexually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the Employee must in fact be removed from the premises immediately.
- C. Contractor is responsible to determine the adequacy of each Employee's job performance. If Contractor determines that the Friployle's performance is unantiafactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises

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ADDITIONAL LIMITATIONS/REQUIREMENTS

- A. Contractor agrees that it will not entrust any Employee with unattended premises, eash, checka, keya, credit cards, merchandise or offser valuables without prior, express permission from DNA.
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race. sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any subsequent breach.

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of the Agreement.

NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judic ally seclared invalid or unenforceable, such invalidity or unenforceablity shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

DISASTERS AND RELATED EVENTS

Notifier DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, socidents, mochacical failures not caused by the fault or neglect of DNA or Contractor, compliance with any lays, regulation, of order of the United States of America or any state, governmental body, or any instrumentality hereof, whether now striking a hearther metal. existing or hereafter created.

 ASSIGNMENT/SUCCESSORS AND ASSIGNS
 Contractor shall not assign or delegate its right, duties and obligations under this Agreement, either in whole or in part, or any mentes due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.

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NOTICE

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage propied, registered or certified mail, with certain receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc. 6536 William Penn Highway Rt 22

Suite 202

Delmont, Pennsylvania 15626

Contractor: 243 Marion Drive Greenville, Ohio 45331

CHOICE OF LAWVENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of I w principles thereof, in addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any liftgation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent faderal law or federal diversity jurisdiction would apply

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> B. This Agreement shall be binding upon any and all successors and assigns of Contractor. In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall have an effirmative duty to notify the petential buyer through the due diligence process or otherwise of the binding name of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction omtempla and negating and shall provide noticy DNA or the pendency of any transaction opiniemphase negetial and shart provide DNA with reasonable notice thereof so that DNA may a saint all rights it has under this Agreement, including, but not limited to, these referenced in Sections 29.A., 11

> C. To the extent Contractor breaches any part of this Section 29 the Indemnification provisions of Section 11 hereof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall not be limited to booked but unworked shifts.

CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually a greed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a

31. <u>FINAL AGREEMENT: SURVIVABILITY OF TERMS</u>
This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement If any provision hereof shall be held unenforceable, the remaining provision is shall be given full

TERM OF AGREEMENT AND TERMINATION

32. TERMINE AGREEMENT AND TERMINATION.

The term of this Agreement shall be from July 2019 to July 2 20, and will automatically renew on an annual basis if not revised by agreement of each party as terminated. Either party may terminate this Agreement for any lawful reason by tending the office written notice of termination at least thirty (30) days before the date of termination. Such remination shall not be a waiver of any right to pursue damages for a pre-existing breach. The patties herein shall deal with each other in good faith during the thirty (30) day period after which say notice of intent to terminate written cause has been given. tenninate without cause has been given.

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Contractor:

Print Name Germontille Health & Robert Dated: 7/2/19 Title: down (Authorized Representative

[Electronic signature/verification has the same legal significance as writing].

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 89 of 154 DocuSign Envelope ID: CB21599C-618E-4832-81CE-0ACF8A3BC10F Front-Penning Planting Fax: 1744728778 Tat: 1774472874542878 Tat: 1774472874542878 Tat: 1774472874542878 11/15 Figures of 16 - 07/52/2019 12:27 PM Per-Dlem Rates Weekday Weekend Dedicated Nursing Associates, Inc. Contract Forms n. State Tested Nursing Assistant \$29.50/Hr 532 50/53 DINA b. Licensed Practical Nurse \$42.50/H \$45.50/Hr DNA Contract Compliance c. Registered Nurse -\$52.50/Hr 55,50/Hr Document Number: Contract Assignment Rates Document Title: Effective Date: 01/13/2016 Joint Commission Compliance Form a. State Tested Nursing Assistant Revision Date \$36.50/Hr 939.50/Hr Approved By: D.R.JC.W. b. Liceraed Practical Nurse \$52.50/Hr Page 9 of 9 c. Registered Nurse \$59.50/H-\$62.50/Hr * Travel/Contract Assignments are typically (13) thirteen weeks in dunttion, however never $\label{the large decomposition} In a (DMS) \ \ \ with a distribution so the field any originary we were regarded as a single factor of the state o$ less than (4) four weeks and encompass all costs, e.g. lodging and travel. Any new service not listed will be added by an addendum attachment. People on mentions and transpropers to and heaft are producted also have the local that companies within heaft here produced in the right and region and provide flowering. In the companies within heaft here produced in the right and provides an employed and control and or written as proposed and the companies of the companies of the right and the companies are control and or written as for many transportations are control produced as the companies of the co ** Specialty is considered any unit outside of Long Tenn Care, Med Surg. Telemetry. All Registered Nurses that have management functions (floor manager, ulit manager, etc) during their assignment will also be considered specialty. Weekend Bill Rates Contractor agrees to pay the weekend bill rates for the following days and slifts worked: Saturday- 7:00 am-3:00 pm key if not of Decis abol Harring Assess than he in assuring of he report a complaint or sec the const(a) giving rise to the complaint. You may nected the Joint Commission by: 3:00 pm-11:00 pm 11:00 pm-7:00 am · Sunday-7:00 am-3:00 pm 3:00 pm-11:00 pm 11:00 pm-7:00 sm Holiday Policy The following days will be billed at 1 ½ the hourly rate: New Year's Eve 3:00 p.m. through New Year's Day - Martin Luther King Jr. Day 7/2/19 7/2/2019 - Easter Day - Memorial Day Unistablier Brant - Independence Day - Labor Day - Thanksgiving Day - Christmas Eve 3:00 p.m. through Christmas Day Exhibit A Training Orientation 13 DocuSign Envelope D. CB21568C-618E 4832-61CE-0ACF8A3EC10F Heartish of Greenville 937-548-0051 14/15 Prigo: 15 of 16 07/92/2019 12:17 PM Pax: 17246723779 From: Jeantfer Fueling Contractor agrees to pay for all orientation/training hours. **Point of Contact** Lunch Breaks Administrator: DON: Signed time cards that authorize a paid lunch break will be billed to the Contractor. Name: Tracey Name: Victor & lassford Lurean F-mail E-mail: Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 %) Phone: (419) 779- 4461 Phone: (5/3) 236-1400 Cancellation Policy for Per Diem Personnel Scheduler/Staffing Coordinator: Corporate Point of Contact: Per Diem: Any shift that is cancelled with less than two (2) hour notice will result in Name: Jody Prush Name: Victor a four (4) hour billing charge. fr lupsfird E-mail: Cancellation Policy for Travel/Contract Assignment: Email: Phone: (937) 548-3141 Travel/Contract Assignments are guaranteed. If sencelled (for any reason), weeks agreed upon will be billed in full. If an employee works part of the assignment, that time and the unworked portion will also be billed. The bill of time is not to exceed Phone: (4(19) 779 agreement unless an extension is required and documented. Min assignments are four (4) weeks. Type of Facility: SK:110d nursing Size/Number of Beds: 92 Interest: Any invoice beyond 30 days past due will be charged interest at a late of 1.5%. Main Need (Discipline): STA

Currently Using Agency? no 1 Who (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.)?

- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.)?
- 3 When (ex: length of assignment, specific schedule/days, start date etc.)?
- 4 Where (ex: if multiple locations/wings, where is the help reeded) ?

CONTACT CHECKLIST

17

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 90 of 154

Billing/Invoice			*	
Contact Name: Kyle Weigen	Thie: Pap			
Phone Number: [937] 548. 2	E-mail Add	ess: KL	tiftenana) la	a de health con
Corporate Group Affiliation:	Reach LTO	-	-	
Company Billing Name:	villa Health	- A	lan e	
			DH 453	0/
	E-mail	(ADM)		
Payment Preference: () Card	ACH (Scheck	() Crie	dit	
DUNs Number:				
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	31916.	oliday R	ate:	
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MSP/VMS fee (if applicable):	3 3 3 HNG			
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MSP/VMS fee (if applicable):	3 3 3 HNG			A

EXHIBIT 11

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hey Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder - Greenville Health and Rehab 243 Marion Drive Greenville, OH 45331

INVOICE Invoice Na. 161974 Date 07/19/2019 Page 1

Terms PO Number

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/11/19 Thu	06:00A - 02:00P	Dahistrom, Merissa (STNA)			29.50		
		Boulder - Greenville Heal	th and	d Rehab Sub	total:	7.50	221.25
				Inv	uice Total	7.50	\$221.25

Please Send Payments to:
Dedicated Nursing Associates Inc
6556 William Pann Hwy Rt 22, Suite 201
Delmont, PA 15626
Thank You For Allowing it is the Privilege of Serving You!
ARI invoices that are past due par the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6336 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder - Greenville Health and Rehab 243 Marion Drive Greenville, OH 45331

INVOICE Invoice No. 162382 Date 07/26/2019 Page 1

Terme PO Number 30

Date	Worked	Temp	Dept.	Desc.	Rate	Unity	Amount Due	
07/18/19 Thu	06:00A - 02:00P	Barnes, Chrystal (STNA)	LTC	S1 Regular	29.50	7.50	221.25	
07/19/19 Fri	06:00A - 02:15P	Dahlstrom, Merissa (STNA)	LTC	S1 Regular	29.50	8.25	243.38	
	02:00P - 10:15P	Williams, Rebecca (LPN)	LTC	S2 Regular	42.50	8.25	350.63	
07/1 6/19 Tue	02:00P - 11:00P	Williams, Rebecca (LPN)		S2 Regular		8.75		
		Boulder - Greenville Healt	th and	Rehab Sub	total:	32.75	1,187.14	
				Erro	voice Total	32.75	\$1,187.14	

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Penn Hwy Rt 22, Suice 201
Delmont, PA 15626
Thank You For Allowing Us the Privilege of Serving You!
All Invoices that are past due par the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Greenville Health and Rehab Contract 243 Marion Drive Greenville, OH 45331

INVOICE Invoice No. 162172 Date 07/26/2019 Page 1

Terme
30

Date	Shift Worked	Temp	Dopt.	Desc.	Rate	Units	Amount Due	
07/16/19 Tue	09:45P - 06:15A	Heisle, Rickita (LPN)	LTC	S1 Regular	49.50	8.00	396.00	
07/18/19 Thu	10:00P - 05:45A	Heisle, Rickita (LPN)	LTC	S1 Regular	49.50	7.25	358.88	
07/15/19 Mon	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	7.50	273.75	
07/16/19 Tue	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	7.50	273.75	
07/17/19 Wed	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	7.50	273.75	
07/18/19 Thu	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	7.50	273.75	
07/14/19 Sun	11:00P - 06:00A	Scruggs, Tiffany (STNA)	LTC	51 Regular Weekend	39.50	6.50	256.75	
07/15/19 Mon	10:00P - 06:00A	Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.50	273.75	
07/17/19 Wed	10:15P - 06:15A	Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.50	273.75	
07/18/19 Thu	10:00P - 06:00A	Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.50	273.75	
		Greenville Health	and t	Johnh Continue Sub	dedail.	74 35	2 027 00	

Please Send Payments to:
Dedicated Nursing Associates Inc
6336 William Penn Hwy Rt 22, Suite 201
Delmont, PA 15546
Thank You For Allowing Us the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 5536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder - Greenville Health and Rehab 243 Marion Drive Greenville, OH 45331

INVOICE Invoice No. 162728 Date 08/02/2019 Page 1

Terms	PO Number
30	

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/23/19 Tue	02:00P - 10:45P	Nicoletti, Jamie (LPN)	LTC	S2 Regular	42.50	8.25	350.63
		Williams, Rebecca (LPN)			63.75		
07/27/19 Sat	02:00P - 10:15P	Williams, Rebecca (LPN)	LTC	S2 Overtime Weekend	68.25	7.75	528.94
		Boulder - Greenvi	ille H	salth and Rehab Sub	total:	25.00	1,453.32
				Inv	eice Tota	: 25.00	\$1,453.32

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Pann Hwy Rt 22, Suite 201
Delmont, PA 15626
Thank You for Allowing Us the Philipse of Serving You!
All Invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6936 William Peni Hwy Rt 22, State 201 Delmont, PA 15626 (855) 349-6013

Greenville Health and Rehab Contract 243 Marion Drive Greenville, OH 45331

INVOICE Invoice No. 162534 Date 08/02/2019 Page 1

Torms	PO Numbe
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Date	Shift Worked	Temp	Dopt.	Desc.	Rate	Units	Amount Due
07/20/19 Sat	09:45P - 06:00A	Heisle, Rickita (LPN)	LTC	S1 Regular Weekend	52.50	7.75	406.88
07/22/19 Mon	09:45P - 06:15A	Heisle, Rickita (LPN)	LTC	S3 Regular	49.50	8.00	396.00
07/23/19 Tue	09:45P - 06:00A	Heisle, Rickita (LPN)	LTC	S3 Regular	49.50	7.75	383.63
07/24/19 Wed	09:45P - 06:00A	Heisle, Rickita (LPN)	LTC	S3 Regular	49.50	7.75	383.63
07/25/19 Thu	09:45P - 06:00A	Heisle, Rickita (LPN)	LTC	S3 Regular	49.50	7.75	383.63
07/19/19 Fri	11:00P - 06:00A	Jackson, Kelsie (STNA)	LTC	S1 Regular	36.50	6.50	237.25
07/20/19 Sat	10:00P - 10:00A	Jackson, Kelsie (STNA)	LTC	S1 Regular Weekend	39.50	11.50	454.25
07/23/19 Tue	10:00P - 06:00A	Jackson, Kelsle (STNA)	LTC	S1 Regular	36.50	7.50	273.75
07/24/19 Wed	10:00P - 06:00A	Jackson, Kelsle (STNA)	LTC	S1 Regular	36.50	7.50	273.75
07/26/19 Fri	10:00P - 06:00A	Jackson, Kelsle (STNA)	LTC	S1 Regular	36.50	7.50	273.75
07/20/19 Sat	06:00A - 09:00A	Patterson, Amanda (STNA)	LTC	S4 Regular Weekend	39.50	3.00	118.50
07/23/19 Tue	06:00A - 02 00P	Patterson, Amanda (STNA)	LTC	54 Regular	36.50	7.50	273.75
07/24/19 Wed	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	7.50	273.75
07/25/19 Thu	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	7,50	273.75
07/26/19 Fri	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	7.50	273.75
07/20/19 Sat	10:00P - 06:00A	Scruggs, Tiffany (STNA)	LTC	S1 Regular Weekend	39.50	7.50	296.25
07/21/19 Sun	10:15P - 06:15A	Scruggs, Tiffany (STNA)	LTC	S1 Regular Weekend	39.50	7.50	296.25
07/22/19 Mon	10:00P - 06:00A	Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.50	273.75
07/23/19 Tue	10:00P - 06:15A	Scruggs, Tiffany (STNA)	LTC	51 Regular	36.50	7.75	282.88
07/25/19 Thu	10:15P - 06:15A	Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.50	273.75
		Greenville Health	end f	Rehab Contract Subt	otal:	150.25	6,102.90
				Inve	Hos Tota	: 150.25	96,102.90

Please Send Payments to:
Dedicated Nursing Associates Inc.
\$5.58 William Penn Hory Rt. 22, Suite 201
Delmont, PA 15626.
Thank You for Allowing Us the Privilege of Serving You!
All unvoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6536 William Pern Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Greenville Health and Rehab Contract 243 Menion Drive Greenville, OH 45331

INVOICE Invoice No. 163092 Date 06/09/2019 Page 1

Terms PO Number 30

Date	Shift Worked	Tomp	Dept		Desc.	Rate	Units	Amount Due	
07/28/19 Sun	09:45P - 06:00A	Heisle, Rickita (LPN)	LTC	53	Regular Weekend	52.50	7.75	405.88	
07/29/19 Mon	09:45P - 06:15A	Heisle, Rickita (LPN)	LTC	53	Regular	49.50	8.00	396.00	
07/31/19 Wed	10:00P - 06:15A	Heisle, Rickita (LPN)	LTC	S3	Regular	49.50	8.25	408.38	
08/02/19 Fri	09:45P - 06:00A	Heisle, Rickita (LPN)	LTC	S 3	Regular	49.50	7.75	383.63	
08/03/19 Sat	09:45P - 06:00A	Heisle, Rickita (LPN)	LTC	S 3	Regular Weekend	52.50	7.75	406.88	
07/28/19 Sun	06:00P - 06:00A	Jackson, Kelsie (STNA)	LTC	S 1	Regular Weekend	39.50	11.50	454.25	
07/31/19 Wed	06:00P - 06:00A	Jackson, Kelsie (STNA)	LTC	51	Regular	36.50	11.50	419.75	
08/01/19 Thu	06:00P - 10:00P	Jackson, Kelsie (STNA)	LTC	Si	Regular	36.50	4.00	146.00	
08/02/19 Fri	06:00P - 06:00A	Jackson, Kelsie (STNA)	LTC	S1	Regular	36.50	11.50	419.75	
07/29/19 Mon	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4	Regular	36.50	8.00	292.00	
07/30/19 Tue	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	S4	Regular	36.50	7.50	273.75	
08/02/19 Fri	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	54	Regular	36.50	7.50	273.75	
08/03/19 Sat	06:00A - 02:00P	Patterson, Amanda (STNA)	LTC	54	Regular Weekend	39.50	7.50	296.25	
07/26/19 Fri	07:00A - 04:45P	Scruggs, Tiffany (STNA)	LTC	51	Regular	36.50	9.75	355.88	
	Note 40 hours gr	aranteed as per contracted.	JC						
07/28/19 Sun	10:15P - 06:30A	Scruggs, Tiffany (STNA)	LTC	51	Regular Weekend	39.50	7.75	306.13	
07/29/19 Mon	10:15P - 06:15A	Scruggs, Tiffany (STNA)	LTC	Si	Regular	36.50	7.50	273.75	
07/30/19 Tue	10:00P - 06:00A	Scruggs, Tiffany (STNA)	LTC	SI	Regular	36.50	7.50	273.75	
07/31/19 Wed	10:15P - 06:00A	Scruggs, Tiffany (STNA)	LTC	S1	Regular	36.50	7.25	264.63	
07/29/19 Mon	01:30P - 10:00P	Turk, Courtney (LPN)	LTC	S2	Regular	49.50	8.00	396.00	
07/30/19 Tue	01:45P - 10:15P	Turk, Courtney (LPN)	LTC	S2	Regular	49.50	8.25	408.38	
07/31/19 Wed	01:45P - 10:30P	Turk, Courtney (LPN)	LTC	52	Regular	49.50	8.75	433.13	
08/01/19 Thu	02:00P - 10:15P	Turk, Courtney (LPN)	LTC		Regular	49.50	6.50	321.75	
0B/02/19 Fri	03.000 10.000	Total Country (1 Phi)	170		Overtime	74.25	1.75	129.94	
00/02/19 FF	02:00P - 10:00P	Turk, Courtney (LPN) Greenville Health			Overtime	74.25	8.00	594.00 8.334.61	
		distribute Metalica i	ing i	-40		DOCENI: pice Total		58,334.61	

Please Send Payments to:
Desicated Nursing Associates Inc.
6556 William Prin Inhy Rt 22, Suite 201
Delmont, PA 15526.
Thank This Park Relieving Its the Enviroge of Serving You!
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Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 92 of 154



Dedicated Nursing Associates, Inc 6536 William Penn Hery Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Boulder - Greenville Heelth and Rehab 243 Marion Drive Greenville, OH 45331

INVOICE

Terms PO Numbe		
	Terms	PO Numbe

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
08/01/19 Thu	06:30A - 02:00P	Collins, Tyra (STNA)	LTC S	1 Regular	29.50	7.00	206.50
08/02/19 Fri	06:00A - 02:00P	Collins, Tyra (STNA)	LTC S	1 Regular	29.50	7.50	221.25
07/23/19 Tue	06:00A - 02:15P	Dahlstrom, Merissa (STNA)	LTC S	1 Regular	29.50	7.75	228.63
07/30/19 Tue	06:00A - 02:15P	Dahlstrom, Merissa (STNA)	LTC S	1 Regular	29.50	7.75	228.63
		Boulder - Greenville Healt	th and F	tehab Sub	total:	30.00	885.01
				Im	refce Teta	30.00	\$885.01

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Pen Hwy Rt 22, Suite 201
Delmont, PA 15626
Thank You For Alkiuming Us the Privilege of Serving You!
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Date	Shift Worked	Temp	Dept.	Desc.	Rate	Unite	Amount Due
08/06/19 Tue	11:00A - 11:00P	Williams, Rebecca (LPN)	LTC S	2 Regular	49.50	11.50	569.25
08/07/19 Wed	03:00P - 10:30P	Williams, Rebecca (LPN)	LTC S	2 Regular	49.50	7.25	358.88
08/08/19 Thu	11:00A - 11:00P	Williams, Rebecca (LPN)	LTC S	Regular	49.50	11.50	569.25
		Greenville Health and Rei	hab Con	tract Sub	total:	242.75	10,685.67



Dedicated Nursing Associates, Inc 6336 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Greenville Health and Rehab Contract 243 Marion Drive Greenville, OH 45331

INVOICE Invoice No. 163421 Date 08/16/2019 Page 1

Deta	Shift Worked	Temp	Dept.	Deec.	Rate	Units	Amount Due
		Heisle, Rickita (LPN)	LTC	S3 Regular	49.50	8.00	396.00
08/09/19 Fri	09:45P - 06:15A	Heisle, Rickita (LPN)	LTC	S3 Regular	49.50	8.00	396.00
08/10/19 Sat		Heisle, Rickita (LPN)	LTC	53 Regular Weekend	52.50	8.00	420.00
08/06/19 Tue		Jackson, Kelsie (STNA)	LTC	S1 Regular	36.50	7.00	255.50
08/08/19 Thu		Jackson, Kelsie (STNA)	LTC	S1 Regular	36.50	4.00	146.00
08/09/19 Fri		Jackson, Kelsie (STNA)	LTC	S1 Regular	36.50	11.25	410.63
08/10/19 Sat		Jackson, Kelsie (STNA)		S1 Regular Weekend	39.50	11.50	454.25
		Patterson, Amanda (STNA)			39.50	7.50	296.25
		Patterson, Amanda (STNA)			36.50	7.50	273.75
		Patterson, Amanda (STNA)			36.50	7.50	273.75
		Patterson, Amanda (STNA)			36.50	8.00	292.00
08/09/19 Fri		Patterson, Amanda (STNA)	LTC	S4 Regular	36.50	4.00	146.00
		Perdue, Ja'ela (LPN)	LTC	S1 Regular	49.50	11.50	569.25
08/06/19 Tue		Perdue, Ja'ela (LPN)		S1 Regular S1 Regular	49.50 49.50		420.75 148.50
08/08/19 Thu		Perdue, Ja'ela (LPN)	LTC	S1 Regular	49.50	11.50	569.25
08/09/19 Fri		Perdue, Ja'ela (LPN)		S1 Regular S1 Overtime	49.50 74.25		272.25 222.75
		Scruggs, Tiffany (STNA)	LTC	S1 Regular Weekend	39.50	7.25	286.38
		Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.25	264.63
		Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.00	255.50
		Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.25	264.63
		Scruggs, Tiffany (STNA)	LTC	S1 Regular	36.50	7.50	273.75
		Turk, Courtney (LPN)	LTC	S2 Regular	49.50	8.00	396.00
		Turk, Courtney (LPN)		S2 Regular	49.50	8.25	408.38
		Turk, Courtney (LPN)	LTC	S2 Regular	49.50	8.25	408.38
		Turk, Courtney (LPN)		S2 Regular	49.50	8.25	408.38
08/10/19 Sat	01:45P - 10:00P	Turk, Courtney (LPN)		S2 Regular Weekend S2 Overtime Weekend	52.50 78.75		380.63 78.75

Please Send Payments to:



Dedicated Nursing Associates, Inc 6516 William Fern Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-60:3

INVOICE

 Date
 Shift Worksed
 Temp
 Dept
 Jose
 Rate
 Unit
 Amount Due

 08/05/19 Mon
 06:00A - 02:00P
 Alexander, Julia (STNA)
 LTC
 S1 Regular
 29:50
 8:00
 236:00
 Boulder - Greenville Health and Rehab Subtotal: 8.00 Involce Total: 6.00 \$236.00

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Pann Inby Rt 22, Sulte 201
Delmont, PA 15626
Thank You For Allowing Us the Privilege of Serving You!
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DNA

Dedicated Nursing Associates, Inc. 8536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone 855-349-6013

Period Ending 8/10/2019 14924524 Dedicated Nursing Associates, Inc. 8536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

8/17/2019 14924523

Greenville Health and Rehab 243 Marion Drive Greenville , OH - 45331

DNA

Greenville Health and Rehab 243 Marion Drive Greenville , OH - 45331

Greenville Health and Rehab

Greenville Health and Rehab 243 Marion Drive Greenville , OH - 45331

Greenville Health and Rehab Department Name: STAR Rickita Heisle

Greenville Health and Rehab 243 Marion Drive Greenville , OH - 45331

Rickita Lynn Heisle Caregive Date Shifte 9:45PM - 6:15AM Rickita Lynn Heisle 8.00 \$396.00 OH - LPN Hourly \$49.50 8.00 \$396.00 Unit Sub Total: 8.00 \$396.00 8.00 \$396.00 Fecility Total 8.00 \$396.00

Amanda Patterson Unit Name:

Facility Name:

Careolver Name Amanda LaSha Patterson Caregiver Rate \$36.50 Total \$419.75 08/13/2019 Amanda LaShe Patterson OH - STNA Hourly 6:00AM - 6:00PM 11.50 08/14/2019 6:00AM - 6:00PM Amanda LaSha Patterson \$419.75 08/17/2019 6:00AM - 7:00AM Amanda LaSha Patterson OH - STNA Hourly 1.00 \$38.50 \$36.50 \$414.75 10.50 \$39.50 Careolver Sub Total 34.50 \$1290.75 Unit Sub Total: 34.50 \$1290.75

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

Dedicated Nursing Associates. Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

Pieese pey this amount: \$396.00

Unit Name: Courtney Blaike Turk

Courtney Blaik Turk Caregive Description Total 1:45PM - 10:00PM Courtney Blaik Turk \$433,13 \$420.75 08/11/2019 OH - LPN Hourly 8.25 \$52.50 08/12/2019 1:45PM = 10:15PM Courtney Blaik Turk OH - LPN Hourly 8.50 \$49.50 OH - LPN Hourly 08/14/2019 1:45PM - 10:30PM Courtney Blaik Turk 8.75 \$49.50 \$433,13 08/15/2019 1:45PM = 10:00PM Courtney Blaik Turk OH - LPN Hourly \$49.50 8.25 \$408.38 OH - LPN Hourly 08/15/2019 10:00PM - 4:15AM Courtney Blaik Turk 6.25 \$49.50 \$309.38 4:15AM - 6:30AM 08/16/2019 OH - LPN Hourly Courtney Blaik Turk 2.25 \$74.25 \$167.06 42.26 \$2171.83 Unit Sub Total: 42.25 \$2171.83

All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%

Damon Dicks

Caregiver Name Damon Isaia Dicks Caregiver Damon Isale Dicks Destro Shifts Total \$301.13 08/12/2019 9:45PM - 6:15AM OH - STNA Hourly \$36.50 08/13/2019 9:45PM - 6:00AM Damon Isala Dicto OH - STNA Hourly 8.00 \$36.50 \$292.00 Damon Isala Dicks OH - STNA Hourly 8.25 \$301.13

Facility: Greenville Health and Rehab

08/16/2019

08/16/2019

08/17/2019

10:45AM - 1:00PM Rebecca Cathe Williams

10:45AM - 10:45PM Rebecca Cathe Williams

1:00PM - 11:15PM

invoice #:14924524

Page 1 Of 1

Facility: Greenville Health and Rehab

Rickita Heisle

Unit Name:

Invoice #:14924523

Page 1 Of 3

08/16/2019	9:45PM ~ 6:00AM	Damon Isala Dicks	OH - STNA Hourly	8.25	\$36.50	\$301,13
			Caregiver Sub Total:	32.75		\$1195.39
			Unit Sub Total:	32.75		\$1195.39
Unit Name:	Ja'ela Perdue					
Caregiver Name:	Ja'ela Tyrae Per	due				
Date	Shifts	Caregiver	Description	Hm/Linite	Rate	Total
08/13/2019	11:00AM - 11:00PM	Ja'ela Tyrae Perdue	OH - LPN Hourly	11.50	\$49.50	\$569.25
08/16/2019	11:00AM - 11:30PM	Ja'ela Tyrae Perdue	OH - LPN Hourly	12.00	\$49.50	\$594.00
08/17/2019	11:00AM - 11:00PM	Ja'ela Tyrae Perdue	OH - LPN Hourly	11.50	\$52.50	\$803.75
			Caregiver Sub Total:	35.00		\$1767.00
			Unit Sub Total:	35.00		\$1767.00
Unit Name:	Kelsie Jackson					
Caregiver Name:	Kelsie Jackson					
Date	Shills	Caregiver	Description	HrafUnits	Rate	Total
08/11/2019	6:00PM - 6:00AM	Kelsie Jackson	OH - STNA Hourly	11.50	\$39.50	\$454.25
08/11/2019 08/14/2019	6:00PM - 6:00AM 6:00PM - 6:00AM	Kelsie Jackson Kelsie Jackson	OH - STNA Hourly OH - STNA Hourly	11.50 11.50	\$39.50 \$36.50	\$454.25 \$419.75
	0.00.10.					
08/14/2019	6:00PM - 6:00AM	Kelsie Jackson	OH - STNA Hourly	11.50	\$36.50	\$419.75
08/14/2019	6:00PM - 6:00AM	Kelsie Jackson	OH - STNA Hourly OH - STNA Hourly	11.50 4.00	\$36.50	\$419.75 \$158.00
08/14/2019	6:00PM - 6:00AM	Kelsie Jackson Kelsie Jackson	OH - STNA Hourly OH - STNA Hourly Caregiver Sub Total:	11.50 4.00 27.00	\$36.50	\$419.75 \$158.00 \$1032.00
08/14/2019 08/17/2019	6:00PM - 6:00AM 6:00PM - 10:00PM Rebecca William	Kelale Jackson Kelsie Jackson	OH - STNA Hourly OH - STNA Hourly Caregiver Sub Total:	11.50 4.00 27.00	\$36.50	\$419.75 \$158.00 \$1032.00
08/14/2019 08/17/2019 Unit Name:	6:00PM - 6:00AM 6:00PM - 10:00PM Rebecca William	Kelale Jackson Kelsie Jackson	OH - STNA Hourly OH - STNA Hourly Caregiver Sub Total:	11.50 4.00 27.00	\$36.50	\$419.75 \$158.00 \$1032.00
08/14/2019 08/17/2019 Unit Name: Caregiver Name:	6:00PM - 6:00AM 6:00PM - 10:00PM Rebecca William Rebecca Cathe	Kelsie Jackson Kelsie Jackson	OH - STNA Hourly OH - STNA Hourly Ceregiver Sub Total: Unit Sub Total:	11.50 4.00 27.00 27.00	\$36.50 \$39.50	\$419.75 \$158.00 \$1032.00 \$1032.00
08/14/2019 08/17/2019 Unit Name: Caregiver Name: 08/11/2019 08/12/2019	6:00PM - 6:00AM 6:00PM - 10:00PM Rebecca William Rebecca Cathe \	Kelsle Jackson Kelsle Jackson Kelsle Jackson Kelsle Jackson Kelsle Jackson	OH - STNA Hourly OH - STNA Hourly Caregiver Sub Yotal: Unit Sub Total: Description	11.50 4.00 27.00 27.00	\$36.50 \$39.50	\$419.75 \$158.00 \$1032.00 \$1032.00
08/14/2019 08/17/2019 Unit Name: Caregiver Name: Data 08/11/2019	6:00PM - 6:00AM 6:00PM - 10:00PM Rebecca William Rebecca Cathe t Shillia 2:00PM - 10:30PM	Kelsle Jackson Kelsie Jackson s Ariliams Caregiver Rebecca Cathe Williams	OH - STNA Hourly OH - STNA Hourly Caregiver Sub Yotal: Unit Sub Total: Description OH - LPN Hourly	11.50 4.00 27.00 27.00 HrwUnite 8.25	\$36.50 \$39.50 Retn \$52.50	\$419.75 \$158.00 \$1032.00 \$1032.00 Total \$433.13

OH - LPN Hourly

OH - LPN Hourly

Unit Sub Total

2.25 \$49.50

9.75 \$74.25

11.50 \$78.75

61.25

61.25

\$111.38

\$723.94

\$905.63

\$3834.34

\$3634.34

Caregiver Neme:	Rickita Lynn Hei	sie				
Date	Shifts	Coregiver	Description	Hre/Unite	Rate	Total
08/13/2019	9:45PM - 6:15AM	Rickita Lynn Helsle	OH - LPN Hourly	8.00	\$49.50	\$396.00
08/14/2019	10:00PM - 6:00AM	Rickita Lynn Heisle	OH - LPN Hourly	8.00	\$49.50	\$396.00
08/16/2019	9:45PM - 8:15AM	Rickita Lynn Heisle	OH - LPN Hourly	8.00	\$49.50	\$396.00
			Caregiver Sub Total:	24.00		\$1188.00
			Unit Sub Total:	24.00		\$1188.00
			Department Sub Total:	258.75		\$12279.31
			Facility Total:	256.75		\$12279.31

Please remit amount to: Dedicated Nursing Associates,

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%

Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

Please pay this amount \$12279.31

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 94 of 154

		DN	(A				08/16/2019	9:45PM ~ 6:0DAM	Damon Isaia Dicks	OH - STNA Hourly Caregiver Sub Total:	8.25 32.75		\$301.13 \$1195.39
6536 Rt. 2	icated Nursing Asso 6 William Penn High 22 Suite 202 nont , PA - 15636-2	hway		Period En		8/17/2019 14924523	Unit Name: Caregiver Name Date	Ja'ela Perdue K Ja'ela Tyrae Per	rdue Caregiver	Unit Sub Total:	32.75	Ratio	\$1195.39
Pho	ne: 855-349-6013						08/13/2019 08/16/2019	11:00AM - 11:00PM	Ja'ela Tyrae Perdue Ja'ela Tyrae Perdue	OH - LPN Hourly OH - LPN Hourly	11.50 12.00	\$49.50 \$49.50	\$569.25 \$594.00
Bill To:				Services Provided	For:		08/17/2019		Ja'ela Tyrae Perdue	OH - LPN Hourly Caregiver Sub Total:	11.50 36.00	\$\$2.50	\$603.75 \$1767.00
243 M	ville Health and Rel arion Drive ville , OH - 45331	hab		Greenville Heal 243 Marion Dri Greenville , OH	VB	hab	Unit Name:	Kelsie Jackson		Unit Sub Total:	36.00		\$1767.00
							Caregiver Name Date	Shifts	Caregiver	Description	Hra/Unite	Rate	Total
Facility Name: Department Na	Greenville Hea me: STAR	ith and Reheb					08/11/2019 08/14/2019	6:00PM - 6:00AM 6:00PM - 6:00AM	Kelsie Jackson Kelsie Jackson	OH - STNA Hourly OH - STNA Hourly	11.50 11.50	\$39.50 \$36.50	\$454.25 \$419.75
Unit Name:	Amanda Patter	son					08/17/2019	6:00PM - 10:00PM	Kelsie Jackson	OH - STNA Hourly Caregiver Sub Total:	4.00	\$39.50	\$158.00
Caregiver Name	C Amanda LaSha Shills	Patterson Ceregiver	Description	HrafUnite	Rate	Total				Unit Sub Total:	27.00 27.00		\$1032.00 \$1032.00
08/13/2019	6:00AM - 6:00PM	Amanda LaSha Patterson	OH - STNA Hourly	11.50	\$36.50	\$419.75	Unit Name:	Rebecca William	19				
08/14/2019	6:00AM - 6:00PM 6:00AM - 7:00AM	Amanda LaSha Patterson Amanda LaSha Patterson		11.50	\$36.50 \$36.50	\$419.75	Caregiver Name: Date	Rebecca Cathe 1 Shifts	Milliams				
08/17/2019	7:00AM - 6:00PM	Amanda LaSha Patterson		10.50	\$39.50	\$36.50 \$414.75	08/11/2019	2:00PM - 10:30PM		Description OH - LPN Hourly	Hra/Unite 8.25	\$52.50	Total \$433.13
			Caregiver Sub Total:	34.50		\$1290.75	08/12/2019	2:00PM - 11:15PM	Rebecca Cathe Williams	OH - LPN Hourly	9.00	\$49.50	\$445.50
Unit Name:	Courtney Blaike	Truck	Unit Sub Total:	34.50		\$1290.75	08/13/2019 08/14/2019	1:45PM - 10:15PM 10:45AM - 11:30PM	Rebecca Cathe Williams	OH - LPN Hourly	8.25	\$49.50	\$408.38
							08/16/2019	10:45AM - 1:00PM	Rebecca Cathe Williams	OH - LPN Hourly OH - LPN Hourly	12.25 2.25	\$49.50 \$49.50	\$606.38 \$111.38
Caregiver Name:	Courtney Blaik *	Turk Caregiver	Description	Hortinia	Rate		08/16/2019	1:00PM - 11:15PM	Rebecca Cathe Williams	OH - LPN Hourly	9.75	\$74.25	\$723.94
08/11/2019	1:45PM - 10:00PM		OH - LPN Hourly	8.25	\$52.50	Total \$433.13	08/17/2019	10:45AM - 10:45PM	Rebecce Cathe Williams	OH - LPN Hourly	11.50	\$78.75	\$905.63
08/12/2019	1:45PM - 10:15PM	Courtney Blaik Turk	OH - LPN Hourly	8.50	\$49.50	\$420.75				Ceregiver Sub Total: Unit Sub Total:	61.25 61.25		\$3634.34 \$3634.34
08/14/2019 08/15/2019	1:45PM - 10:30PM 1:45PM - 10:00PM	Courtney Blaik Turk Courtney Blaik Turk	OH - LPN Hourly OH - LPN Hourly	8.75	\$49.50	\$433.13				OTAL OLD TORRE.	0123		83034.34
08/15/2019	10:00PM - 4:15AM	Courtney Blaik Turk	OH - LPN Hourly OH - LPN Hourly	8.25 6.25	\$49.50 \$49.50	\$408.38 \$309.38							
08/16/2019	4:15AM - 6:30AM	Courtney Blaik Turk	OH - LPN Hourly	2.25	\$74.25	\$167.06							
			Caregiver Sub Total:	42.25		\$2171.83							
Unit Name:	Damon Dicks		Unit Sub Total:	42.25		\$2171.83							
Caregiver Name:	Damon Isaia Dio	cks											
Date	Shille	Caregiver	Description	Hra/Unite	Rete	Total							
08/12/2019 08/13/2019	9:45PM - 6:15AM 9:45PM - 6:00AM	Damon Isala Dicks	OH - STNA Hourly	8.25	\$36.50	\$301.13							
08/15/2019	9:45PM - 6:00AM	Damon Isala Dicks	OH - STNA Hourly OH - STNA Hourly	8.00 8.25	\$36.50 \$36.50	\$292.00 \$301.13							
Facility: Green	nville Health and Re		Invoice			Page 1 Of 3	Facility: Green	ville Health and Ret	sab.	Invoice			Page 2 Of 3
		,	14924523							14924523			Page 2 Of 3
							9/17/2019			Contingent Staffing, Invoice			
Unit Name:	Rickita Helele						DI	AV					
Caregiver Name: Date	Rickita Lynn He					_	Dedicated Surv	og American fac					
08/13/2019	9:45PM - 6:15AM	Caragiver Rickita Lynn Heisle	Description OH - LPN Hourly	Hre/Unite 8.00	\$49.50	Tatal \$395.00	Dadicates	Nursing Associ	ntee Inc				
08/14/2019 08/16/2019	10:00PM - 6:00AM	Rickita Lynn Heisle	OH - LPN Hourty	8.00	\$49.50	\$396.00	6536 William Delmont, PA	Penn Hwy Rt 22, Sult	e 201				
08/16/2019	9:45PM - 6:15AM	Rickita Lynn Heisle	OH - LPN Hourly Caregiver Sub Total:	8.00 24.00	\$49.50	\$396.00 \$1188.00	(855) 349-60	013					
			Unit Sub Total:	24.00		\$1188.00							
			Department Sub Total:	256.75		\$12279.31							
			Facility Total:	256.75		\$12279.31	Boulder : Con-	enville Health and Rehal					
				Please pay th	is amount	\$12279.31	243 Marion Dr Greenville, OH	ive:	,			INVOICE No. 16	
				Please remi	t amount t	lo:	Greenville, Ch	77241			1	Date 06/23/2	2019

Please remit amount to: Dedicated Nursing Associates, Please return a copy of this invoice with your payment or indicate the invoice number on your check.

All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%

Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

 Data
 Shift Worksd
 Temp
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 Page 1
 Units
 Units
 Units
 A 50

 08/15/19 Thu
 06:00A - 02:00P
 Hildebrand, Bobby Jo (STNA)
 LTC
 S1 Regular
 29:50
 7.50

 7.30
 7.30
 7.30
 7.30
 7.30
 7.30

08/13/19 Tue 02:00P - 10:15P Nicoletti, Jamie (LPN) Nicoletti, Jamie (LPN) LTC SZ Regular 42.50 7.75

Boulder - Greenville Health and Rehab Subtotal: 15.25

Involce Total: 15.25 329.38 **550.63**

Please Send Payments to:
Dedicated Nursing Associates Inc
Sign William Penn Hwy Rt 22, Suite 201
Delmont, PA 15626
Thank Too For Allowing Us the Privilege of Serving You!
All Invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

	DNA						DN				
Dedicated Nursing Associates, Inc 5536 William Penn Highway Rt 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-9013		Period Englinvol		/17/2019 4956942	6536 Rt. 2. Deim	cated Nursing Asso William Penn High 2 Suite 202 Iont , PA - 15636-2 Ie 855-349-6013	way		Period En		8/24/2019 14956941
Bill To:	,	iervices Provided F	or		Эн То:				Services Provided	For	
Greenville Health and Rehab 243 Marion Drive Greenville - OH - 45331		Greenville Healt 243 Marion Driv Greenville OH	h and Reha	de	243 Ma	nile Health and Rei Irion Drive rille , OH - 45331	ab		Greenville Hea 243 Marion Dri Greenville OH	ith and Re	hab
Standilly Name: Greenville Health and Rehab Department Name: STAR nit Name: Rickta Heisle					Pacility Name: Department Name: Unit Name:	Greenville Hea ne: STAR Amanda Patter					
Caregiver Name: Rickita Lynn Heisle Dete Shifte Caregiver :8/17/2019 9:45PM - 6:15AM Rickite Lynn Heisle	Description OM - LPN Hourly Canegiver Sub Total: Unit Sub Total: Department Sub Total: Facility Total:	Hra/Units 8.00 8.00 8.00 8.00 8.00	Rate \$52.50	Fotal \$420.00 \$420.00 \$420.00 \$420.00 \$420.00	Corogiver Name: Date 93/18/2019 4 08/19/2019 53/19/2019 08/22/2019	Amanda LaSha Shifts 6:00AM - 6:00PM 6:00AM - 7:00AM 7:00AM - 6:00PM 6:00AM - 7:00PM	Patterson Caregiver Amanda LaSha Patterson Amanda LaSha Patterson Amanda LaSha Patterson Amanda LaSha Patterson	Description OH - STNA Hourly OH - STNA Hourly OH - STNA Hourly OH - STNA Hourly CH - STNA Hourly Caregiver Sub Total:	Hra/Units 12.00 1 00 10.50 12.50 36.00	Rate \$39.50 \$39.50 \$36.50 \$36.50	Total \$474,00 \$39,50 \$383,25 \$456,25 \$1353,00
		Please pay	this amoun	t: \$420.00	Unit Name:	Courtney Blaiks	Tork	Unit Sub Total:	36.00		\$1353.00
Please return a copy of this invoice with your paymer or your check ## invoices that are past due per terms of the contract of 1.5%		Please remi Dedicated N Inc. 6536 William Rt. 22 Suite Delmott, PA Phone: 855	Penn High 202 4-15636-24	ociates. rway	Caregiver Name:	Country Blaik Shifts 1.45PM - 10:15PM 1.45PM - 10:30PM 1:30PM - 10:45PM 1:30PM - 10:15PM 1:30PM - 6:25PM - 6:25PM - 10:00PM		Description OH - LPN Heurly OH - LPN Hourly Carregiver Sub Total:	Hra/Units 8.50 8.75 9.25 8.50 5.00 3.50 43.50	Rate \$49.50 \$49.50 \$49.50 \$49.50 \$52.50 \$78.75	Total \$420.75 \$433.13 \$457.88 \$420.75 \$262.50 \$275.63 \$2270.64 \$2270.64
					Unit Name:	Damon Dicks					
					Garegiver Name:	Demon Isaia Di Shifts 9:45PM - 6:00AM 9:45PM - 6:00AM 9:45PM - 6:00AM 9:45PM - 6:00AM	Caregiver Damon (saia Dicks Damon (saia Dicks Damon (saia Dicks Damon (saia Dicks	Description OH - STNA Hourly OH - STNA Hourly OH - STNA Hourly OH - STNA Hourly	Hru/Units 8 25 7.75 8.25 8.25	Rate \$36.50 \$36.50 \$36.50 \$36.50	Total \$301.13 \$282.88 \$301.13 \$301.13
Facility: Greenville Health and Rehab	Invoice #:14956942			Page 1 0f 1	Facility: Gree	nville Health and R		Invoice 1:14956941			Page 1 Of 3
38:24/2019 9:45PM + 5:15AM Damon Ibara Cicks 38:25/2019 5:15AM + 6:00AM Damon Isala Cicks	OH - STNA Hourly OH - STNA Hourly Canagivar Sub Total:	7.50 0.75 40.75	\$39.50 \$59.25	\$296.25 \$44.44 \$1526.96	Out Name: Caregiver Name Date	Rickita Hersie : Rickita Lynn H Shifts	siste Careghver	Description	Hrs√Un∂a	Rate	Total
Unit Name: Jaiela Perdue	Unit Sub Total:	40.75		\$1526.96	98/18/2019 98/20/2019	9:30PM - 6:00AM	Rickta Lynn Heiste	OH - LPN Hourty	8.00	\$52,50	\$420.00
Caregiver Name: Ja'eia Tyrau Perdue					08/21/2019	9:45PM - 6:15AM 10:00PM - 5:15AM	Rickita Lynn Heisle Rickita Lynn Heisle	OH - LPN Hourly OH - LPN Hourly	8 50 7.75	\$49.50 \$49.50	\$420.75 \$383.63
Date Shifts Caregiver 38/18/2019 11.00AM - 11.00PM Jarlets Tyras Perdue 38/23/2019 11.00AM - 11.00PM Jarlets Tyras Perdue 38/23/2019 11.00AM - 11.00PM Jarlets Tyras Perdue Unit Name: Jasnine Searcy	Description OH - LPN Hourly OH - LPN Hourly OH - LPN Hourly Canagiver Sub Total: Unit Sub Total:	Hra/Units 11.50 9.50 11.50 32.50 32.50	Rate \$52.50 \$49.50 \$49.50	Total \$603.75 \$470.25 \$569.25 \$1643.25 \$1643.25	08/22/2019 08/23/2019 6 08/24/2019	9:45PM - 6:15AM 9:30PM - 5:15AM	Rickita Lynn Heisle Rickita Lynn Heisle Rickita Lynn Heisle	OH - LPN Hourly OH - LPN Hourly OH - LPN Hourly OH - LPN Hourly Caregiver Sub Total: Unit Sub Total: Department Sub Total: Facility Total:	8.00 7.75 0.25 40.25 40.25 313.50	\$49.50 \$49.50 \$74.25	\$395.00 \$383.63 \$18.56 \$2022.57 \$2022.57 \$13978.13
Caregiver Name: Jesmine Arian Scarcy Date Shifts Caregiver	Description	Hrs/Units	Rate	Total							rt: \$13978.13
J8/19/2019 10:60PM = 6:00AM Jasmine Arian Sear	ty OH - STNA Hourly	7.50	\$36.50	\$273.75					Please ren		
98/20/2019 10:00PM - 6:15AM Jasmine Arian Sear 98/21/2019 10:00PM - 6:00AM Jasmine Arian Sear		7.75 7.50	\$36.50 \$36.50	\$282.88 \$273.75	Please return	a copy of this invi	ice with your navment or a	ndicate the invoice number	Dedicated Inc.		
38:22/2019 10:00PM - 6:00AM Jasmine Arian Sear	OH STNA Hourly	7.50	\$36 50	\$273.75	En your chec	K	Jave halvious of th		Rt. 22 Suit	e 202	
18/23/2019 10:00PM - 5:00AM	Caregiver Sub Total:	7.50 37.75	\$36.50	\$273.75 \$1377.88		taro need diese			Delmont, F Phone: 85	A - 15636	-2409 13
	Unit Sub Total:	37 75		\$1377.88	of 63/	r ere pasi due per t	erms of the contract will be	e charged an interest rate			

0.75 5.75

7 50 7.50 \$36.50 \$36.50

8.00 \$36.50

6.50 \$39.50

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11.75 \$49.50 \$49.50

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44 75

\$52.50 \$78.75

Description OH - STNA Hourly OH - STNA Hourly

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OH - LPN Houny OH - LPN Houny

OH - LPN Hourly

OH - LPN Hourly

Caregiver Sub Total: Unit Sub Total:

Caragiver Sub Total:

Unit Sub Total:

Unit Name:

Caregiver Name:

Dets 38/19/2019

08/19/2019

08/20/2018

98/21/2019

08/24/2019

08/24/2019

Unit Name:

Caregiver Name:

Shifts Caraghy 6:15AM - 7:00AM Maddison Miller

Caragiver

Maddison Miller

Maddison Miller Maddison Miller

Maddison Miller

Maddison Miller

Markison Miller

7:00AM - 2:15PM 6:00AM - 2:00PM

6:00AM - 2.00PM 6:00AM - 2:30PM

6:00AM - 7:00AM

7:00AM - 2:00PM

Rebecca Williams Rebecca Cathe Williams

Caragher

Date Shifts Caregiver
5/29/2019 10.45AM - 11:00PM Rebecca Cathe Williams

 09/21/2019
 1.45PM =10.45PM
 Rebecca Cathe Williams

 09/23/2019
 10.45AM =11.30PM
 Rebecca Cathe Williams

 08/24/2019
 10.45AM = 5.45PM
 Rebecca Cathe Williams

□8/24/2019 5:45PM - 11 00PM Rebecca Cathe Williams

Rete \$39.50 \$36.50

 61 invoices that are past due per terms of the contract will be charged an interest rate of $^{1}.5\%$

Total \$29.63

\$246.38

\$273.75 \$273.75

\$292.00 \$36.50

\$256.75

\$1408.76

\$1408.76

\$581.83 \$445.50

\$606.38

\$367.50 \$374.06

\$2375.07

\$2375.07

Total



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

INVOICE

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
08/16/19 Fri	06:00A - 02:00P	Howard, Adam (STNA)	LTC	S1 Overtin	ne 44.25	7.50	331.88
08/20/19 Tue	06:00A - 02:00P	Howard, Adam (STNA)	LTC	S1 Regula S1 Overtin		5.50	162.25 88.50
08/21/19 Wed	06:00A - 02:00P	Tobe, Kristina (STNA)	LTC	S1 Regula:	29.50	8.00	236.00
08/23/19 Fri	06:15A - 02:00P	Tobe, Kristina (STNA)	LTC	S1 Regular	29.50	7.75	228.63
		Boulder - Greenville He	aith a	nd Rehab	Subtotal:	30.75	1.047.26
					Invoice Yotal	: 30.75	\$1,047.26

Please Send Payments to:
Declicated Nursing Associates Tor.
6538 William Penn Huyn. R. 24, Suite 201
Delmont, Pa. 15826
Thank You for Allowing Us the Privilege of Serving You!
All involves that are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates.	'n
6536 William Penn Highway	
Rt. 22 Suite 202	
Delmont , PA - 15636-2409	
Phone: 855-349-6013	

scility: Greenville Health and Rehab

Period Ending: 8/31/2019 Invoice #: 15099467

Greenville Health and Rehab 243 Marion Drive Greenville , OH - 45331 Greenville Health and Renab 243 Marion Drive Graenville OH - 45331

	Facility Name:	Greenville Heal	th and Rehab				
	Department Nar	me: STAR					
	Snit Name:	Amanda Patters	ion				
	Caregiver Name:	Amanda LaSha	Patterson				
	Date	Shifte	Caregiver	Description	Hos/Units	Rate	Total
	08/26/2019	6:00AM - 7:00AM	Amanda LaSha Patterson	OH - STNA Hourly	1.00	\$39.50	\$39.50
	98/26/2019	7:00AM - 6.30PM	Amanda LaSha Patterson	OH - STNA Hourly	11.00	\$36.50	\$401.50
	28/29/2019	6:00AM - 6:30PM	Amanda LaSha Patterson	OH - STNA Hourly	12.00	\$36.50	\$438.00
.,	08/31/2019	6:00AM - 7:00AM	Amanda LaSha Patterson	OH +STNA Hourly	1.00	\$36.50	\$36.50
-	08/31/2019	7:00AM + 6:30PM	Amanda LaSha Patterson	OH - STNA Hourly	11.00	\$39.50	\$434.50
				Caregiver Sub Total:	38.00	***************************************	\$1350.00
				Unit Sub Total:	38.00		\$1350,00
	Unit Name	Courtney Blaike	Turk		30.00		\$1350,00
	Osregiver Name:	Courtney Blaik T	Fork				
	Dete	Shifts	Caregiver	Description	Hrs/Units	Rate	Total
	08/25/2019	1:45PM - 10:00PM	Courtney Blaik Turk	OH - LPN Hourty	8.25	\$52.50	\$433.13
	08/26/2019	10:40AM - 11:15PM	Courtney Blaik Turk	OH - LPN Hourly	12.50	\$49.50	\$618.75
	08/27/2019	1 15PM - 10:15PM	Courtney Blaik Turk	OH - LPN Hourly	9.00	\$49.50	\$445.50
	08/28/2019	1 30PM - 10:00PM	Courtney Blaik Turk	OH - LPN Hourty	8.50	\$49.50	\$420.75
	08/29/2019	1.30PM - 3:10PM	Courtney Black Turk	OH - LPN Hourly	1.75	\$49.50	\$86.63
	08/29/2019	3:10PM - 10:45PM	Courtney Blaik Turk	OH - LPN Hourly	7.50		
	08/30/2019	9:30AM - 10:30PM	Courtney Blaik Turk	OH - LPN Hourly	13.00	\$74.25 \$74.25	\$556.88
			Training plant (unit	Caregiver Sub Total:	60.50	374.25	\$965.25
				Unit Sub Total			\$3526.89
	tinit Name:	Demon Dicks		OHIL SUD TOURS	60.50		\$3526.89
	Garagiver Name:	Damon Isaia Dic	ks				
	Date	Shifts	Caregiver	Description	Hra/Unita	Rate	Total
	08/26/2019	9:45PM - 6:15AM	Damon Isnia Dicks	OH - STNA Hourty	8.00	\$36.50	
	08/27/2019	9:45PM - 6:15AM	Damon Isaia Dicks	OH - STNA Hourly	8.50		\$292.00
				orren ribuity	8.50	\$36.50	\$310.25

Invoice #:15099467

08/28/2019	9:45PM - 6:15AM	Damon Isaia Dicks	OH - STNA Hourly	8.00	\$36.50	\$292.00
08/29/2019	9 30PM = 6:15AM	Damon Isaia Dicks	OH - STNA Hourly	8.75	\$36.50	\$319.38
			Caregiver Sub Total:	33.25	#30,00	\$1213.63
			Unit Sub Total	33.25		
Unit Name:	Ja'ela Perdue		- THE PART 19461.	39.20		\$1213.63
Caregiver Name	a: Jaiela Tyrae Pe	erdue				
Date	Shifts	Caregiver	Description	Hra/Units	Rate	
08/27/2019	10:00AM - 10:30PM		OH - LPN Hourly	12.00		Total
08/30/2019	10:00AM - 10:30PM		OH - LPN Hourly	12.00	\$49.50	\$594.00
08/31/2019	10:00AM - 10:30PM		OH - LPN Hourly	12.00	\$49.50 \$52.50	\$594.00
		,	Caregiver Sub Total:	38.00	\$52.50	\$530.00
			Unit Sub Total:	38.00		\$1818.00
Unit Name:	Jasmine Searc	у	OTAL SAD TOURS	30.00		\$1818.00
Caregiver Name	t: Jasmine Arian :	Searcy				
Date	Shifts	Caregiver	Description	Hrs/Units		
08/26/2019	10:00PM - 6:00AM	Jasmine Arian Searcy	OH - STNA Hourly	7.50	Rate	Total
08/27/2019	10:00PM - 6:00AM	Jasmine Arian Searcy	OH - STNA Hourly		\$36.50	\$273.75
08/29/2019	10:00PM - 6:00AM	Jasmine Arian Searcy	OH - STNA Hourly	7.50 7.50	\$36.50	\$273.75
08/30/2019	10:15PM - 6:15AM	Jasmine Arian Searcy	OH - STNA Hourly	7.50	\$36.50	\$273.75
88/31/2019	10:00PM - 6:00AM	Jasmine Arian Searcy	OH - STNA Hourty	7.50	\$36.50	\$273.75
			Caregiver Sub Total:	37.50	3.39.50	\$296.25
			Unit Sub Total:	37.50		\$1391.25
Joit Name:	Kelsie Jackson		Sing State Totals.	37.50		\$1391.25
Caregiver Name	. Kelsie Jackson					
Date	Shifts	Caregiver	Description	Hra/Units		
08/29/2019	3:00PM - 11.00PM	Kelsie Jackson	OH - STNA Hourty		Rate	Total
98/30/2019	3:00PM - 11:00PM	Kelsie Jackson	OH - STNA Hourly	7 50	\$36.50	\$273.75
		Morard Dackson		7.50	\$36.50	\$273.75
			Caregiver Sub Total: Unit Sub Total:	15.00		\$547.50
Unit Name:	Maddison Miller		Unit Sub Total:	15.00		\$547 50
Caregiver Name	: Maddison Lynne	- X476				
Dete	Shiften	Caregiver	Description		_	
38/25/2019	6:00AM - 2:00PM	Maddison Lynne Miller	OH - STNA Hourly	Hra/Units	Rete	Total
08/27/2019	6:00AM - 2:15PM	Maddison Lynna Miller	OH I STNA Hourly	7.50	\$39.50	\$296.25
05/28/2019	6:00AM - 2.00PM	Maddison Lynne Miller	OH - STNA Hourly	7,75	\$36.50	\$282.88
08/29/2019	6:C0AM = 2:06PM	Maddison Lynne Miller	CH - STNA Hourly	7.50	\$36.50	\$273.75
38/30/2019	6:00AM - 2.15PM	Maddison Lynne Miller	OH - STNA Hourly	8.00	\$36.50	\$292.00
	E. 10. III	Haddison Lythle Hiller		7.75	\$36.50	\$282.88
			Caregiver Sub Total:	38.50		\$1427.76
Unit Name:	Rebecca William	15	Unit Sub Total:	38.50		\$1427.76
Caregiver Name:	Rebecca Cathe	Williams				
Date	Shifts	Caregiver	Description	63		
98/25/2019	1.45PM - 10.36PM	Rebecca Cathe Williams	OH - LPN Hearty	Hrs/Units	Rate	Total
		Treating Celling Attiligues	On - Crist neality	5.25	\$52,50	\$433.13

				Please pay th	is amount:	\$15343.98
			Facility Total:	329.00		\$15343.98
			Department Sub Total:	329.00		\$15343.98
			Unit Sub Total:	16.50		\$840.75
			Caregiver Sub Total:	16.50		\$840.75
08/31/2019	9:45PM - 6:15AM	Rickita Lynn Heisle	OH - LPN Hourty	8.00	\$52.50	\$420.00
08/27/2019	9:45PM - 6:15AM	Rickita Lynn Heisle	CH - LPN Hourty	8.50	\$49.50	\$420.75
Date	Shifts	Caregiver	Description	Hrs/Units	Rate	Total
Caregiver Name	Rickita Lynn He	isle				
Unit Name:	Rickita Heiste		Unit Sub Total:	55.75		\$3228.20
			Caregiver Sub Total:	55.75		\$3228.20
08/31/2019	10:45AM = 11 15PM	Rebecca Cathe Williams	CH - LPN Hourty	12.00	\$78.75	\$945.00
08/30/2019	8:30PM - 12:45AM	Rebecca Cathe Williams	OH - LPN Hourly	3.75	\$74.25	\$278.44
)8/30/2019	10.45AM - 8:30PM	Rebecca Cathe Williams	OH I LPN Hourty	9.75	\$49.50	\$432.63
J8/28/2019	10:45AM + 11:45PM	Rebecca Cathe Williams	OH - LPN Hourty	12.50	\$49.50	\$618.75
08/26/2019	1:45PM - 11:45PM	Rebecca Cathe Williams	OH - LPN Hourly	9.50	\$49.50	\$470.25

Please remit amount to: Dedicated Nursing Associates, loc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013 Please return a copy of this invoice with your payment or indicate the invoice number an your check

Page 1 Of 3

all invoices that are past due per terms of the contract will be charged an interest rate if 1.5%

"actity: Greenville Health and Rehab acility. Greenville Health and Rehab Page 2 Of 3 Page 3 Of 3 DNA

Dedicated Nursing Associates, Inc 6536 William Penn Highway Rt. 22 Suite 202 Defmort, PA - 15636-2409 Phone: 855-349-6013

Period Ending: Invoice #:

8/24/2019 15099469 Dedicated Nursing Associates, Inc. 6536 William Penn Hignway Rt. 22 Suite 202 Delmort, PA - 15636-2409 Phone: 855-349-6013

Greenville Health and Rehab 243 Marion Drive Greenville | OH - 45331

Shifts

Department Name: STAR

Caregiver Nac

Greenville Health and Rehab

Caregiver

Period Ending: Invoice #:

Greenville Health and Rehab 243 Marion Drive Greenville OH - 45331

6.00 \$36.50

5.50 \$54.75

11.50

11.50

8/17/2019

15099468

\$219.00

\$301,13 \$520.13

\$520 13

\$520.13

\$520.13

Greenville Health and Rehab 243 Marion Drive Greenville | OH - 45331

Services Provided For:

Greenville Health and Rehab 243 Marion Drive Greenville OH - 45331

Facility Name: Greenville Health and Renab Department Name: STAR Unit Name: Repen

Caregiver Shifts 08/19/2019 1:45PM - 11:15PM Rebecca Cathe Williams

Description Caregiver Sub Total: Decertment Sub Total: Facility Total:

Hrs/Units 9.00 \$668.25 \$668 25 9.00 9.00 \$668.25 9.00 \$568.25

Please pay this amount: \$668.25

Dedicated Nursing Associates Inc. 6536 William Penn Highway Rt. 22 Suite 202 Delmont, PA - 15636-2409 Phone: 855-349-6013

All invoices that are past due per terms of the contract will be charged an interest rate of 1.5%

Please return a copy of this invoice with your payment or indicate the invoice number on your check.

Please remit amount to: Dedicated Nursing Associates,

Please pay this amount: \$520.13

Inc. 5536 William Penn Highway Rt. 22 Suite 202 Delmont. PA - 15636-2409 Phone: 855-349-6013

withvoices that are past due per terms of the contract will be charged an interest rate of 1.5%

Please return a copy of this invoice with your payment or indicate the invoice number on your check

Facility: Greenville Health and Rehab

Invoice #:15099469

Page 1 Cf 1

Facility: Greenville Health and Rehab

Invoice #:15099468

Description OH - STNA Hourly

OH - STNA Hourly

Unit Sub Total:

Facility Total:

DNA

Page 1 Of 1

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

> find To Greenville Health and Rehab 243 Marion Drive Greenville, OH 45334

Invoice

Date	Invoice #
10/1/2019	3192i

Project

\$913:59

uantity	Description	Rate	Amount
! Interest for	past due invoices	0.00	0.0
221.25 Invoice #16		0.015	3.3
1.187.14 Invoice #16		0.015	17.8
2,927.88 Invoice #16		0.015	43.9
1,453.32 Invoice #16		0.015	21.8
6,102.9 Invoice #16		0.015	91.5
8,334.61 Invoice #16		0.015	125.0
885.01 Invoice #16		0.015	13.2
10.885.67 Invoice #16		0.015	163.2
236 Invoice #16		0.015	3.5
396 Invoice #14	924524	0.015	5.9
12,279.31 Invoice #14	924523	0.015	184.1
550.63 Invoice #16.		0.015	8.2
420 Invoice #14!		0.015	6.3
13,978.12 Invoice #149	956941	0.015	209.6
1.047.26 Invoice #164	4033	0.015	15.7
		0.013	13.7
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Total

P.O No.

EXHIBIT 12

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Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Statement

Date 10/8/2019

Greenville Health and Rehat 243 Marion Drive Greenville, OH 45331

				Amount Due	Amount Enc.
				\$101,692.36	
Date		Transaction		Amount	Balance
07/19/2019	INV #161974. Dec 08/18/20	319 Orig. Amount \$221.2:	5.	221.25	221.25
07/26/2019	INV #162172. Due 08/25/26	319. Orig. Amount \$2,927.	.88.	2,927.88	3,149,13
07/26/2019	INV #162382. Due 08/25/20	319 Orig. Amount \$1,187.	14.	1,187 14	4,336,27
08/02/2019	INV #162534. Due 09/01/20	319. Orig. Amount \$6,102.	.90.	6.102.90	10.439.17
08/02/2019	INV #162728. Due 09/01/20	319. Orig. Amount \$1,453.	32.	1,453.32	11,892.49
08/09/2019	INV #162922. Due 09/08/20	119, Orig. Amount \$885.01		885.01	12,777.50
08-09/2019	INV #163092. Due 09:08/20	019 Orig. Amount \$8,334.	61.	8,334.61	21.112.11
08/16/2019	INV #163294. Due 09/15/20	119 Orig. Amount \$236.00).	236.00	21,348.11
08/16/2019	INV #163421 Due 09/15/20	J19. Orig. Amount \$10,885	3.67	10.885.67	32,233,78
08/23/2019	INV #163709, Duc 09/22/20	19. Orig. Amount \$550.63	3	550.63	32,784.41
08/23/2019	INV #14924523. Due 09/22.	2019. Orig. Amount \$12.2	279.31	12.279.31	45.063.72
08/23/2019	INV #14924524, Duc 09/22/	2019, Orig. Amount \$396.	.00.	396.00	45.459.72
08/30/2019	INV #164033. Due 09/29/20	119. Orig. Amount \$1,047.	26.	1.047.26	46.506.98
08/30/2019	INV #14956941. Due 09/29/	2019. Orig. Amount \$13,9	78 12	13.978.12	60,485.10
08/36/2019	INV #14956942. Due 09/29/	2019. Orig. Amount \$420.	00.	420.00	60,905.10
09/06/2019	INV #15099468. Due 10/06/	2019. Orig. Amount \$520.	.13.	520.13	61.425.23
09/06/2019	INV #15099469. Due 10/06/	2019. Orig. Amount \$668.	.25.	668.25	62,093,48
09/06/2019	INV #15099467 Due 10/06/	2019 Orig Amount \$15,3	43.98.	15.343.98	77.437.46
09/13/2019	INV #15132437; Due 10/13/	2019. Orig. Amount \$451.	69.	451.69	77,889.15
09/13/2019	INV #15132436. Due 10/13/	2019 Orig. Amount \$11.8	67.03.	11.867.03	89,756.18
29/20/2019	INV #15177466, Due 10/20/	2019. Orig. Amount \$5.62	6.89	5.626.89	95,383.07
99/27/2019	INV #164860. Due 10/27/20	19. Orig. Amount \$988 13		988 13	96,371.20
09/27/2019	INV #15203431 Duc 10/27/	2019. Orig. Amount \$4.40	7.57	4.407.57	100,778.77
10/01/2019	INV #3192i. Due 10/31/2019	J. Orig. Amount \$913.59		913.59	101,692.36
				,,,,,,	101,072.30
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
24,254,90	65,544.97	11,892.49	0.00	0.00	\$101,692.36

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"). 17th day of January 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626,

A N D

Lenox Ridge Nursing Home ("Contractor"), having its principle place of business at 23225 Loriun Road, North Olmstead, Ohio, 44070

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be previded shall possess the qualifications required to perform the week for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroll baxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons it furnishes to Contractor.

EXPENSES

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this

EXHIBIT 13

ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement. Contractor and DNA each shall designate an administrative employee to be available for such purpose.

COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate

SCHEDULING AND SUBSTITUTE STAFF

- 7. SCHEDULING AND SUBSTITUTE STAFF
 A. Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, fulture to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a whedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary, Centractor will be charged the overtime billing rate for any hours that week and amounted. will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

8. HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed while on assignment to the Contractor, however in no event will there be any less than a \$6,000.00 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than \$6,000.00.

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

9. COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational
Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance
Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local
statutes, laws, ordinances, regulations and standards including, but not limited to, equal
employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint
Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above,
it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable
state laws and regulations thereunder, to the extent those laws and regulations apply to Employees
assigned to Contractor. This responsibility includes, but is not limited to, required information and
training in site-specific protocols, the facility exposure control plan and available personal
protective equipment. Contractor will maintain documentation regarding training and related
obligations hereunder, and make this documentation available to DNA upon request. Contractor
will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

CONFIDENCE OF INFORMATION

- A. Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic operations, trade socrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish, communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

INDEMNIFICATION

11. INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to this Agreement.

PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars annual aggregate.

3

FLOATING POLICIES AND COMPETENCE

Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA, Contractor may foliation of rooms encounterments. With the express, written permission of DNA, Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement

SUBCONTRACTING

20. SUBCUTIFICATION

DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued nation as affect.

- ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR
 Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor.
- B. If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the Employee must in fact be removed from the premises immediately.

 C. Contractor is responsible to determine the adequacy of each Employee's job
- performance. If Contractor determines that the Employee's performance is unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises.

GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises contractor shall maintain accruent and general monthly instance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

INDEPENDENT STATUS

- A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other,
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party Service or other government agency, small prompts though all the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government agencies.

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment scope. All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

16. NO SOLICITATION BY CONTRACTOR During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do so on its behalf.

INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief

ADDITIONAL LIMITATIONS/REQUIREMENTS

- A. Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any subsequent breach.

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of the Agreement.

NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions

DISASTERS AND RELATED EVENTS

Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or because treated. or hereafter created

ASSIGNMENT/SUCCESSORS AND ASSIGNS

 A. Contractor shall not assign or delegate its rights, duties and obligations under this
 Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations

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- B. This Agreement shall be binding upon any and all successors and assigns of Contractor. In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall have an affirmative duty to notify the potential buyer through the due diligence process or otherwise of the binding nature of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereof so that DNA may assert all rights it has under this Agreement, including, but not limited to, those referenced in Sections 29.A., 11 and 17 hereof.
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification To the extern Contractor organics any part of this Section 29, the indemnituration provisions of Section 11 hereof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall not be limited to booked but unworked shifts.

CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

FINAL AGREEMENT: SURVIVABILITY OF TERMS

This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contracy to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full

32. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall be from January 2019 to January 2020, and will automatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of termination at least thirry (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the thirry (30) day period after which any notice of intent to terminate without cause has been given. to terminate without cause has been given.

Dedicated Nursing Associates, Inc Contract Forms		
DNA Contract Compliance	DNA	
Document Title:	Document Number: Effective Date: 01/13/2016	
Joint Commission Compliance Form	Revision Date:	
	Approved By: D.R./C.W.	
	Page Number: Page 9 of 9	

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NOTICE

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc.

6536 William Penn Highway Rt 22 Suite 202 Delmont, Pennsylvania 15626

Contractor: 23255 Lorian Road

North Olmstead, Ohio 44070

CHOICE OF LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity intrediction would apply. jurisdiction would apply.

35. EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby:

Dedicated Nursing Associates, Inc.: Title: Account Rep Dured: 1/18/19 Contractor: Entity: LENOX REDUCE By: [Authorized Representative] Title: ADMINISTRALA Dated: 1/8/19

[Electronic signature/verification has the same legal significance as writing].

Exhibit A

Per-Diem Rates	Weekday	Weekend
a. State Tested Nursing Assistant b. Licensed Practical Nurse	\$27.00/Hr \$40.00/Hr	\$30,00/Hr \$43,00/Hr
c. Registered Nurse	\$50.00/Hr	\$53.00/Hr
Contract Assignment Rates		
a. State Tested Nursing Assistant	\$35.00/Hr	\$38.00/Hr
b. Licensed Practical Nurse	\$48.00/Hr	\$51.00/Hr
c. Registered Nurse	\$58.00/Hr	\$61.00/Hr

^{*} Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel. Any new service not listed will be added by an addendum attachment

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

 Saturday- 7:00 am-3:00 pm 3:00 pm-11:00 pm 11:00 pm-7:00 am 7:00 am-3:00 pm · Sunday-3:00 pm-11:00 pm 11:00 pm-7:00 am

The following days will be billed at 1 1/2 the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day Martin Luther King Jr. Day
- Easter Day

Holiday Policy

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

^{**} Specialty is considered any unit outside of Long Term Care, Med/Surg, Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty.

CONTACT CHECKLIST

Point of Contact	
Administrator: Name:	DON:
E-mail: ASHAH @ BOWDER MALTH CARE	Name:
Phone: 614-288- 7626	E-mail:
-0 7000	Phone:
Scheduler/Staffing Coordinator: Name: HEATHER BILL	Other:
E-mail: hbill Oboulderheathcan	
Phone: 440-801-4040	

Type of Facility: SNF	
Size/Number of Beds: 165	
Main Need (Discipline): LPN / RN / S7NA	
Currently Using Agency? No	

- 1 Who (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.)?
- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.) ?
- 3 When (ex: length of assignment, specific schedule/days, start date etc.)?
- 4 Where (ex: if multiple locations/wings, where is the help needed) ?

12

Billing Information

Billing/Invoice	
Contact Name: DEp821 Sm27H	Title: BUSZWESS OFFICE MANAGER
	E-mail Address: DSM27/10 BOWLES PERSONS

Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Lunch Brest

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Overtime Police

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 1/3).

Cancellation Policy for Per Diem Personnel

 Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge.

Cancellation Policy for Travel/Contract Assignment:

Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks
agreed upon will be billed in full. If an employee works part of the assignment, that
time and the unworked portion will also be billed. The billed time is not to exceed
agreement unless an extension is required and documented. Minimum contract
assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

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EXHIBIT 14

DNA

Dedicated Nursing Associates, Inc 5536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Lenox Ridge Nursing Home 23225 Lorien Road North Olmsted, OH 44070

INVOICE Invoice No. 160105 Date 05/14/2019 Page 1

Terms	PO	Number
30		

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
		Gill, Eutopia (RN)	LTC	S3 Regular Weekend	53.00	8.00	424.00
		Grayer, Aliyah (LPN)	LTC	S2 Regular Weekend	43.00	B.25	354.75
		Griffin, Tiffany (LPN)	LTC	S1 Regular Weekend	43.00	8.50	365.50
04/04/19 Thu	11:00P - 07:00A	Jackson, DeAndra (STNA)	LTC	S3 Regular	27.00	8.00	216.00
		Lenox R	ldge	Nursing Home Sub	total:	32.75	1,360.25
				Inv	olce Total	1: 32.75	\$1,360,25

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Penn Hwy Rt 22, Suite 201
Delmont, PA 15636
Thank You For Allowing Us the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 5536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Lenox Ridge Nursing Home 23225 Lorien Road North Olmsted, OH 44070

INVOICE Invoice No. 160316 Date 06/21/2019 Page 1

Terms PO Numbe

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
06/15/19 Sat	03:00P - 11:15P	Conner, Ashlee (LPN) Jackson, Selena (LPN)	LTC	S2 Regular Weekend	43.00	8.25	354.75
00,00,10 3011	07.00A - 03.13F			Nursing Home Sub		16,00	333.25 688.00

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Penn Hwy Rt 22, Sulte 201
Defmont, PA 15626
Thank You Far Allowing List the Privilege of Serving You!
All Invoices that are past due per the terms of the contract will be charged Interest at a rate of 1.5%

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Dedicated Nursing Associates, Inc 6536 William Petin Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

INVOICE

Terms PO Number

Date	Worked	Temp	Dept.	_			
					Rate	Units	Amount Due
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			LIC	at Kednisi, Maskaud	43.00	4.00	172.00
		Leno:	k Ride	ge Nursing Home Sub	total.	4 00	172.00
							1/2.00

Please Send Payments to:
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5:36 William Penn Hyw R: 22, Suite 201
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All invoices that are past due per the terms of the contract will be charged interest at a rate of 1:5%

DNA

Dedicated Nursing Associates, Inc 6536 William Pena Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

INVOICE Invoice No. 160911 Date 07/05/2019 Page 1

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 06/29/19 Sat
 07:00P - 11:00P
 King, Jamica (LPN)
 LTC
 52 Regular Weekend
 43:00
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 172:00
 Note inconvenience pay per contract

Lenox Ridge Nursing Home Subtotal: 4.00 172.00 Invoice Total: 4.00 5172.00

Please Send Payments to:
Dedicate Nursing Associates Inc.
Dedicate Nursing Associates Inc.
Sids William Penn Hwy Rt 22, Suite 201
Delmont, PA 15626
Trank You Far Allowing Us the Privilege of Serving You!
All involces that are past due per tha larms of the contract will be charged interest at a rate of 1.5%

9/16/2019

DNA
Destinated National Association, Inc.

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22; Suite 201 Delmont, PA 15626 (855) 349-6013

Lenox Ridge Nursing Home 23225 Lorian Road North Olmsted, DH 44070 INVOICE Invoice No. 162665 Date 08/02/2019 Page 1

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30	-	74011100

 Date
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 10:00A - 07:30P
 Warner, Lydia (LPN)
 LTC S4 Regular
 4,00
 9,00
 360,00

 Lenox Ridge Nursing None Subbotals:
 9,00
 360,00

 Involve Yosis:
 1,00
 340,00

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Plann Hwy Rt 22, Suite 201
Delmont, PA 15626
Thank You For Allowing Us the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Lenox Ridge Nursing Home 23225 Lorian Road North Olmsted, OH 44070

INVOICE Invoice No. 163035 Date 08/09/2019

Terms PO Number

 Date
 SNMT Werkad
 Temp
 Dept.
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 08/02/19 Fri
 07:00A - 07:30P
 Warner, Lydia (LPN)
 LTC
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 Lenox Ridge Nursing Home Subtraits
 12.00
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Please Send Payments to:
Dedicated Mursing Associates Inc.
5038 William Fenn Hwy. R1.2., Suite 201.
Detinont, PA 15026
Pank Two Fen Missing Us the Privilege of Serving You!
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Contingent Staffing: Invoice

DNA

Dedicated Nursing Associates, Inc 6536 William Pann Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Lenox Ridge Nursing Home 23225 Lorian Road North Olmsted, OH 44070 INVOICE Invoice No. 163369 Date 08/16/2019 Page 1

Terms PO Number 30

Please Send Payments to:
Dedicated Nursing Associates Inc
6535 william Penn Hwy Rt 22, Suite 201
Delmont, PA 15526
Thank You For Allowing Us the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

9/16/2019

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Contingent Staffing: Invoice

DNA Narray Assessions

Dedicated Nursing Associates, Inc 6536 William Pann Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Lishox Ridge Nursing Home 23225 Lorian Road North Olmsted, OH 44070

INVOICE Invoice No. 153619 Date 08/23/2019 Page 1

Terms PO Number 30

 Date
 Shift Worked
 Temp
 Dept.
 Deec.
 Rate
 Units
 Amount Due

 08/17/19 Sat
 07:00P - 07:30A
 Conner, Ashlee (LPN)
 LTC SS Regular Weekend
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 Lenox Ridge Nursing Home Subtotal: Invoke Total:
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Please Send Payments to:
Dedicated Mursing Associates Inc
6536 William Penn Hwy Rt 22, Sulte 201
Delmont, PA 15526
Thank You For Allowing Is the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6536 William Pera Hay Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Lenox Ridge Nursing Home 23225 Lorian Road North Olmsted, OH 44070

INVOICE

Terms	PO Number
30	

Invoice

Invoice #

3205i

Date

10/1/2019

Date	Shift Worked	Temp	Dopt.	Deec.	Rate	Units	Amount Due
08/20/19 Tue	07:00P - 07:00A	Conner, Ashlee (LPN)	LTC	S5 Regular	40.00	12.00	480.00
		Conner, Ashlee (LPN)			end 43.00	12,00	516.00
		Davis, Bianca (LPN)			40.00	12.25	490.00
		Grayer, Aliyah (LPN)			40.00	7.50	300.00
		Milton, Lanetta (LPN)			40.00	12.25	490.00
08/20/19 Tue	07:00P - 11:00P	Philpot, Honey (LPN)	LTC	S5 Regular	40.00	4.00	160.00
		Lenox	Ridge	Nursing Home	Subtotal:	60.00	2,436.00
					Invoice Total	60.00	\$2,436.00

Please Send Payments to:
Dedicated Nursing Associates Inc
6536 William Penn Hwy Rt 22, Suite 201
Delmont, PA 15626
Thank You For Allowing Us the Privilege of Serving You!
All Invaices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

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Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22 Suite 201

Delmont, PA 15626

Bill To	
Lexox Ridge Nursing Home 23225 Lorium Road Nursh Ohisseed, 041 44070	

		181/113	Project
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		Total	\$41,94

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Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

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Date	Invoice #
9/1/2019	3139

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23225 Corrien Road North Olemand, (33) 44070	

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				Total		\$41.28

EXHIBIT 15

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 105 of 154

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Statement

Date	
10/8/2019	Ī

To	
Lenux Ridge Norsing Home 23225 Lorian Road North Olmsted, OH 44070	

				Amount Due	Amount Enc.
				\$6,468.93	
Date		Transaction		Amount	Balance
06/21/2019 06/28/2019 07/05/2019 08/02/2019 08/09/2019 08/16/2019 08/23/2019 08/30/2019 09/01/2019	INV #160105. Due 0714/25 (INV #16016. Due 0721/25 (INV #160725. Due 0721/25 (INV #160725. Due 0721/25 (INV #160725. Due 0701/25 (INV #160725. Due 0804/26 (INV #162655. Due 0804/26 (INV #16303. Due 0904/25 (INV #16303. Due 0904/25 (INV #16303. Due 0904/25 (INV #16304. Due 0104/25) (INV #16404. Due 0104/25) (INV #164	 Orig, Amount \$688.00 Orig, Amount \$172.00 Orig, Amount \$172.00 Orig, Amount \$360.00 Orig, Amount \$480.00 Orig, Amount \$345.00 Orig, Amount \$345.00 Orig, Amount \$347.50 Orig, Amount \$480.00 Orig, Amount \$457.50 Orig, Amount \$457.50 Orig, Amount \$412.80). 1. 1. 1. 1. 1.	1.360.25 688.00 172.00 172.00 360.00 480.00 180.00 537.50 2.436.00 41.28 41.90	1,300 2,148 2,220 2,392 2,752 3,212 3,495 6,427 6,467
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CURRENT	1-30 DAYS PAST DUE	DUE	DUE	PAST DUE	Amount Due

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MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made this 3rd day of January 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delinont, Pennsylvania 15626,

A N D

Maderia Village Nursing and Rehab ("Contractor"), having its principle place of business at 5970 Kenwood Road, Cincinnati, Ohio 45243.

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing sides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

QUALIFICATIONS OF EMPLOYEES.

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

 DNA AS EMPLOYER
Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons it fumishes to Contractor.

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this Agreement

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ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

EXHIBIT 16

COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate.

SCHEDULING AND SUBSTITUTE STAFF

- A. Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that Is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary, Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

8. HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE. Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA to NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weakly services performed while on assignment to the Contractor, however in no event will there be any less than a \$6,000.00 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than \$6,000.00

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

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COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Pair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable state laws and regulations thereunder, to the extent those laws and regulations apply to Employees assigned to Contractor This responsibility includes, but is not limited to, required information and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related obligations hereunder, and make this documentation available to DNA upon request. Contractor will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

- CONFIDENCE OF INFORMATION
 Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish, communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

11. INDEMNIFICATION
DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affillates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to this Agreement.

PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars annual aggregate.

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 FLOATING POLICIES AND COMPETENCE.
 Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA, Contractor may flost one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumsti

ORIENTATION POLICIES
Contractor will require Employees furnished under this Agreement to review
Contractor's fire and disaster, infection control and no-Ilft policies prior to placement.

20. SUBCONTRACTING
DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued patient sufety.

ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR

- A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor
- B. If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the Employee must in fact be removed from the premises immediately.

 C. Contractor is responsible to determine the adequacy of each Employee's jub performance.

 If Contractor determines that the Employee's performance is
- unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises.

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13. GENERAL LIABILITY INSURANCE Contractor shall maintain accident and general (lability insurance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

- 14. INDEPENDENT STATUS
 A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entitles, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.
- In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue. Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment scope. All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both matter. See Alexander 12 A heart's 12 A person 12 A heart's 13 A heart's 13 A heart's 13 A heart's 14 A person 14 A heart's 14 A heart parties. See also paragraph 7.A. hereof.

NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do so on its behalf

17. INJUNCTIVE RELIEF In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief.

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ADDITIONAL LIMITATIONS/REQUIREMENTS

- A. Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

25. NO WAIVER
No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of the Agreement.

NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

28. <u>DISASTERS AND RELATED EVENTS</u>
Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.

ASSIGNMENT/SUCCESSORS AND ASSIGNS

A. Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.

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- B. This Agreement shall be binding upon any and all successors and assigns of Contractor In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall any or all of its agents and representatives (toologing, our or finites at orderes) anality and an affirmative duty to notify the potential buyer through the due diligence process or otherwise of the binding nature of this Agroement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereof so that DNA may assert all rights it has under this Agreement, including, but not limited to, those referenced in Sections 29.A., 11 and 17 hereof.
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification provisions of Section I1 hereof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall not be limited to booked but

30. CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

FINAL AGREEMENT: SURVIVABILITY OF TERMS

This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full force and effect.

32. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall be from January 2019 to January 2020 and will automatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing broach. The parties herein shall deal with each other in good faith during the thirty (30) day period after which any notice of intent to be account the same and the property of to terminate without cause has been given.

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Dedicated Nursing Associates, inc Contract Forms	P. W. F.	
DNA Contract Compliance	DNA	
	Document Number:	
Document Title:	Effective Date: 01/13/2016	
Joint Commission Compliance Form	Revision Date:	
	Approved By; D.R./C.W.	
	Page Number: Page 9 of 9	

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NOTICE

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certifled mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc.:

6536 William Penn Highway Rt 22

Suite 202

Delmont, Pennsylvania 15626

Contractor: 5970 Kenwood Road Cincinnati. Ohio 45243

Dedicated Nursing Associates, Inc.:

CHOICE OF LAW/VENUE
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity jurisdiction would apply

EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby:

By: Madism Brown	Title:	Account Representative D	ated: 1/3/	2019
By: faints Register [Authorized Representatives]	_Title:	Account Representative	Dated:	1/3/2019
Contractor:				
	Title.	Astonia, strape	Dated:	1/3/10
Det J. Cyrill VI of Devil	tion has	the same legal significance	us writing	r).

8

Exhibit A

M0010/012

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Weekday	Weekend
\$25.00/Hr \$38.00/Hr	\$26.00/Hr \$39.00/Hr
\$45.00/Hr	\$46.00/Hr

b. Licensed Practical Nurse c. Registered Nurse

a. State Tested Nursing Assistant

Contract Assignment Rates		
. State Tosted Nursing Assistant	\$33.00/Hr	\$34.00/Hr
. Licensed Practical Nurse	\$46.00/Hr	\$47.00/Hr
. Registered Nurse	\$53.00/Hr	\$54.00/Hr

- Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel. Any new service not listed will be added by an addendum attachment
- ** Specialty is considered any unit outside of Long Term Care, Med/Surg, Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty.

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

 Saturday- 7:00 am-3:00 pm
3:00 pm-11:00 pm 11:00 pm-7:00 am 7:00 sm-3:00 pm Sunday-

3:00 pm-11:00 pm 11:00 pm-7:00 am

Holiday Policy

The following days will be billed at 1 1/4 the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day

- Martin Luther King Jr. Day
- Easter Day - Memorial Day
- Independence Day
- Labor Day
- Thankagiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

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Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Overtime Policy

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 ½).

Cancellation Policy for Per Diem Personnel

Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in
a four (4) hour billing charge.

Cancellation Policy for Travel/Contract Assignment:

Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks
agreed upon will be billed in full. If an employee works part of the assignment, that
time and the unworked portion will also be billed. The billed time is not to exceed
agreement unless an extension is required and documented. Minimum contract
assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

CONTACT CHECKLIST

Ø012/012

Point of Contact		
Administrator: Name: //acry Crobyn E-mail: //bhyshor gonf boulder Phone: Mailteate car 513 560-4111	DON: Sugar Oliverio Name: Solveris plouder houlthear E-mail: Phone 5/3-661-411,	લ .૮
Schedular/Staffing Coordinator: Name: Fam Janes	Other:	
E-mail: pulsnes/Dlown lold hange at Phone:	A. Edn.	

Type of Facility: NH	ragt leha	15/SNP	
Size/Number of Beds: /	31		
Main Need (Discipline):	Durger.	SINA	
Currently Using Agency?	ver		
	7		

- 1 Who (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.) ?
- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.)?
- 3 When (ex: length of assignment, specific schedule/days, start date etc.)?
- 4 Where (ex: if multiple locations/wings, where is the help needed)?

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Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 109 of 154

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmort, PA 15526 (855) 349-5013

INVOICE Invoice No. 160284 Date 06/21/2019 Fege 1

Terms PO Number 30

 Dotal
 Sblin Wichted
 Temp
 Dept.
 Deec.
 Rata Wichted
 Units
 Ameunt Due

 66/11/19 Tue
 05/30P - 07:00A Anderson, Jordan (LPN)
 LTC SS Regular
 38.00
 12.00
 456.00

 06/12/19 Wed
 10:30P - 06:10A Carson, Arielle (STNA)
 LTC SS Regular
 25.00
 5.00
 20.00

 06/09/19 Sun
 06:30A - 02:30P Masters, Randia (STNA)
 LTC SI Regular Weekend
 26.00
 7.00
 195.00

 06/15/19 Sat
 06:30A - 07:00F Rudolph, Tabitha (LPN)
 LTC SR Regular Weekend
 39.00
 12.00
 468:00

 Madeira VIIIaga Nursing and Rehab Subtotats
 39.50
 1,315:00

 Invertex Tetals
 39.00
 13.15:00

EXHIBIT 17

Please Send Payments to:
Deficited Muning Associates Inc.
5035 William Pena Hwy 8122, Suite 201
Defmont, PA 15526
Defmont, PA 15526
Thans tour fee Association in the Invivige of Serving You.
These tour fee Association in the Invivige of Serving You.
86 Invideos that are assistant per time terms of the contract will be charged interest at a rate of 1,5%

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Madeira Vülage Nursing and Rehab 5970 Kenwood Road Cinconat, OH 45243

DNA

INVOICE

Terms PO Number

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
06/26/19 Wed	02:30P - 10:30P	Highlander, Megan (STNA)	LTC	S2 Regular	25 00	7.50	187.50
06/24/19 Mon 06/25/19 Tue	06:30A - 02:30P	Masters, Rondia (STNA)	LTC	S1 Regular	25.00	7.50	187 50
06/25/19 Tue 06/26/19 Wed	06 30A - 02 30P	Masters, Rondia (STNA)		S1 Regular	25 00	7.50	187.50
06/25/19 Tue	06 30A - 02:30P 10 30P - 06:30A	Masters, Rondia (STNA)		\$1 Regular	25.00	7.50	187.50
00,23,13 (00	10 30F - 06.3UA	Walker, Tamara (STNA)		53 Regular	25.00	7.50	187.50
		Madeira Village Nursi:	ng and		rtotal: voice Tota	37.50	937.50

Please Send Payments to:
Dedicated Nursing Associates Inc.
6308 William Peni Hwy Rt 22, Suite 201
Delmont, Pa 15626
Delmont, Pa 15626
Thank You For Allowing Us the Privilege of Serving You!
All Invoices that are past due per the corns of the contract will be charged interest at a rate of 1.5%

DNA

INVOICE

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
06/21/19 Fri	06130P - 06:45A	Anderson, Jordan (LPN)	LTC	S5 Regular	38.00	11.75	446.50
06/19/19 Wed	10:30P - 06:30A	Johnson, Ciera (STNA)	LTC	S3 Regular	25.00	8.00	200.00
06/16/19 Sun	06:30A - 02:30P	Masters, Rondia (STNA)	LTC	S1 Regular Weekend	26.00	7.50	195.00
06/17/19 Man	06.30A - 02 30P	Masters, Rondia (STNA)	LTC	S1 Regular	25.00	7.50	187.50
06/18/19 Tue	06:30A - 02:30P	Masters, Rondia (STNA)	LTC	51 Regular	25.00	7.50	187.50
Ub/19/19 Wed	06:30A - 02:30P	Masters, Rondia (STNA)			25.00	7.50	187.50
		Madeira Village	Nurs	sing and Rehab Sul			1,404.00
				In	voice Total:	49.75	\$1,484.00

Please Send Payments to:
Dedicated Nursing Aspoolaries Inc
Sids Wildom Plann Haw, All 27, Suiz 201
Delmont, PA. 15626
Thank Too Irs Allowing Us the Privilege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1,5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 110 of 154

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Madeira Village Nursing and Rehab 5970 Kenwood Road Cinonnati, DH 45243

INVOICE

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
07/05/19 Fr: 07/03/19 Wed	02:30P - 10:30P 10:30P - 06:30A	Baker, Tatyana (STNA) Carson, Arielle (STNA)		S2 Regular S3 Regular	25.00 25.00	8.00	200.00
07/03/19 Wed	06:30A - 02:30P	Clay, Santana (STNA)	LTC	53 Regular Holiday	37.50	6.50	243.75 187.50
07/06/19 Sat 07/03/19 Wed	10:30P - 10:30P	Highlander, Megan (STNA) Walker, Tamara (STNA)		53 Regular	26.00 25.00	7.50	195.00
07/05/19 řri	06:30P - 06:45A	Wilson, Julie (LPN)		S3 Regular Holiday S5 Regular	37.50 38.00	6.00 11.75	225.00 446.50
		Madeira Village	Nun	sing and Rehab Sub	total: oice Yotal		1,572.75 \$1,572.75

Please Send Payments to:
Declicate Nursing Associates 1nc
GSS william Penn Hay 91 22, Suite 201:
Delmont, PA 15626
Thank Tou Far Allowing Us Use Privilege of Serving You!
Thank Tou Far Allowing Use Privilege of Serving You!
All Invoices that are part the per the terms of the contract will be charged interest at a rate of 1,5%



Dedicated Nursing Associates, Inc 6536 William Peni Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6013

Hadeira Village Nursing and Rehab 5970 Kerwood Road Cincinnati, OH 45243

INVOICE Invoice No. 162355 Date 07/26/2019 Page 1

Terms PO Number

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Unita	Amount Due
07/16/19 Tue	06:30A - 02:30P	manufacture (Street)		S1 Pegular		7.50	187.50
		Madeira Village Nur	sing an		btotal: voice Tota		187.50

Please Send Payments to:
Declosted Wursing Associates [Inc.
6536-Wikina Press Hay R 222, Sute 201
Delmont, PA 15626
Thank You Far Allowing Use the Privilege of Senong You.
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 6336 William Pern Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6913

INVOICE Invoice No. 161942 Date 07/19/2019 Fage 1

Date	Shift	Temp	Dept.		Desc.	Rate	Units	Amount Due
37/11/19 Thu 37/11/19 Thu	10 30P - 06:30A	Baker, Tatyana (STNA)	LTC	53	Regular	25.00	8.00	200.00
07/11/19 Fri	10:30P - 06:30A 10:30P - 06:30A	Fant, Antonio (STNA)			Regular	25.00	7.50	187.50
	10,30F * 06 30A	Fant, Antonio (STNA)			Regular	25.00	7.50	187.50
		Madeira Village Nurs	ing an	d R		btotal: nvoice Tota	23.00	575.00 \$575.00

Please Send Payments to:
Delicated Nursing Associates Inc.
SSIS William Penn Imw. Rt 22, Suite 201
Delmon, Rt 15826
Thank You For Allowing Dis the Privilege of Serving You!
Thank You For Allowing Dis the Privilege of Serving You!
All Invades that are past the per the terms of the contract will be charged interest at a rate of 1.5%

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22 Suite 201

Delmont, PA 15626

_

Date	Invoice #
9/1/2019	3068i

Invoice

		P.O. No.	Terms	Project
			Net 30	
Quantity	Description		Rate	Amount
1,404 937.5 1,572.75 575	Invoice #160284 Invoice #160639 Invoice #160990 Invoice #161330 Invoice #161942 Invoice #162355		0.015 0.015 0.015 0.015 0.015	5 21.06 5 14.06 5 23.59 5 8.63

		Total	\$89,94
167.3	Invoice #162355	0.015	2.81

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Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Madiera Village Nursing and Rehab 5970 Kenwood Road Cincinnati, OH 45243

Bill To

Date Invoice # 10/1/2019 3207i

Invoice

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Invoice Invoice # Date

3207i

10/1/2019

Bill Yo	
Madiera Village Nursing and Rehab 5970 Kamsood Road Chemnut, CH 45243	

		P.O. No.	Terms	Project
			Net 30	
Quantity	Description		Rate	Amount
1,404 937.5 1,572.75 575 187.5	Invoice #1602H Invoice #16039 Invoice #16090 Invoice #16090 Invoice #16130 Invoice #161492 Invoice #161492 Invoice #16130 Invoice #161492 Invoice #161494			0.015 19.7 0.015 21.6 0.015 21.6 0.015 14.6 0.015 23.9 0.015 23.9 0.015 8.6 0.015 2.8 0.015 1.3
			Total	\$91.29

Project Net 30 Quantity Description Rate 1.319 Invoice #160284 1.404 Invoice #160639 937.5 Invoice #160990 1.572.75 Invoice #161340 575 Invoice #161942 187.5 Invoice #162355 89.94 Inv. 3068i 0.015 0.015 0.015 0.015 0.015 0.015 0.015 19.79 21.06 14.06 23.59 8.63 2.81 1.35 Total \$91.29

P.O. No.

Terms

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Statement Date 10/8/2019

Amount Enc

Balance

Amount Due

\$6,176.98

Amount

Date

INV 8160284. Due 072121091 (Vij., Amount \$1,319.00.
INV 8160284. Due 07212091 (Vij., Amount \$1,319.00.
INV 8160639. Due 072420198. Org. Amount \$1,440.40.
INV 8160639. Due 081410109. Org. Amount \$1,470.50.
INV 8161330. Due 081410210 (Vij., Amount \$1,572.75.
INV 8161330. Due 0814102109. Orig. Amount \$1,572.75.
INV 816132. Due 181420109. Orig. Amount \$1,675.00.
INV 8162355. Due 08252019. Orig. Amount \$1,675.00.
INV 8162355. Due 10012019. Orig. Amount \$1,675.00.
INV 810631. Due 10012019. Orig. Amount \$1,670.00.
INV 810631. Orig. Ori 06/21/2019 06/28/2019 07/05/2019 07/12/2019 07/19/2019 07/26/2019 09/01/2019 10/01/2019 1.319.00 1,404.00 937.50 1,572.75 575.00 187.50 89.94 91.29

31-60 DAYS PAST DUE 1-30 DAYS PAST DUE CURRENT Amount Due 91.29 89.94 2,335.25 0.00 \$6,176.98

EXHIBIT 19

Sign Envelope ID: 91841F4E-2EF9-4451-88A3-8898848EAAB)

ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate.

- SCHEDULING AND SUBSTITUTE STAFF
 Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change results in an Employee working over forty (40) solutions in a scientific range results in an Employee working over tony (40) hours in one week for DNA, and if there is no agreement to the contrary. Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HAA or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed while on assignment to the Contractor, however in no event will there be any less than a \$6,000.00 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than \$6,000,00

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made this 14th day of January, 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626.

A N D

Mayfield Heights Healthcare ("Contractor"), having its principle place of business at 6757 Mayfield Road, Mayfield Heights, Ohio 44124.

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons it furnishes to Contractor.

EXPENSES

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this

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COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Inmigration Reform and Control Act, the Uccupational Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable it is agreed that contractor is primarily responsible to compliance and regulations apply to Employees assigned to Contractor. This responsibility includes, but is not limited to, required information and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related obligations hereunder, and make this documentation available to DNA upon request. Contractor will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

CONFIDENCE OF INFORMATION

- A Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish, communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to

12. PROFESSIONAL LIABILITY INSURANCE
Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars annual aggregate.

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 113 of 154 DocuSign Envelope ID: 91841F45-25F9-445

GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

- 14. INDEPENDENT STATUS

 A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do

INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief.

Sign Envelope ID: 91841F4E-2EF9-4451-98A3-8888848EAAB3

ADDITIONAL LIMITATIONS/REQUIREMENTS

- A. Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express permission from DNA
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of the Agreement.

NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

DISASTERS AND RELATED EVENTS

Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing

ASSIGNMENT/SUCCESSORS AND ASSIGNS

A. Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.

FLOATING POLICIES AND COMPETENCE

Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA, Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.

20. SUBCONTRACTING
DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued patient safety

ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR

- A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor.
- B. If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the Employee must in fact be removed from the premises immediately.

 C. Contractor is responsible to determine the adequacy of each Employee's job
- Contractor telemines that the Employee's performance is unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises.

DocuSion Envelope ID: 91B41F4E-2EF9-4451-9BA3-8R98R48FAAR3

- B. This Agreement shall be binding upon any and all successors and assigns of Contractor In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall have an affirmative duty to notify the potential buyer through the due diligence process or otherwise of the binding nature of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereof so that DNA may assert all rights it has under this Agreement, including, but not limited to, those referenced in Sections 29.A., 11 and 17 hereof.
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification provisions of Section 11 hereof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall not be limited to booked but unworked shifts.

CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

FINAL AGREEMENT: SURVIVABILITY OF TERMS

This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full force and effect.

TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall be from January 2019 to January 2020, and will automatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the thirty (30) day period after which any notice of intent to terminate without cause has been given.

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DocuSion Envelope ID: 91R41F4F-2FF9

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc.:

6536 William Penn Highway Rt 22

Suite 202

Delmont, Pennsylvania 15626

Centractor: 6757 Mayfield Road

Mayfield Heights, Ohio 44124

CHOICE OF LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity jurisdiction would apply.

35. EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby

	Dedicated Nursing Associate	s. Inc.:		
Ву:	Julistic Reside	Title:	Account Representative	Dated: 1/14/2019
Ву:	Madison Brown	Title:	Account Representative	Dated: 1/14/2019
[Autho	rized-Representatives]			
	Contractors			
	Contractor:			
Entity:	Mayfield Hts. Healthcare			
	Occubighed by:			
Ву:	Tiana Binins	Title	LNHA	Dated: 1/14/2019
A	E-19			

[Electronic signature/verification has the same legal significance as writing].

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Exhibit A

Per-Diem Rates	Weekday	Weekend
a. State Tested Nursing Assistant	\$27.00/Hr	\$30.00/Hr
b. Licensed Practical Nurse	\$40.00/Hr	\$43.00/Hr
c. Registered Nurse	\$50.00/Hr	\$53.00/Hr
Contract Assignment Rates		
a. State Tested Nursing Assistant	\$35.00/Hr	\$38.00/Hr
b. Licensed Practical Nurse	\$48.00/Hr	\$51.00/Hr
c. Registered Nurse	\$58.00/Hr	\$61.00/Hr

^{*} Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel.

Any new service not listed will be added by an addendum attachment.

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

 Saturday- 7:00 am-3:00 pm 3:00 pm-11:00 pm

11:00 pm-7:00 am 7:00 am-3:00 pm

· Sunday-3:00 pm-11:00 pm 11:00 pm-7:00 am

Holiday Policy

The following days will be billed at 1 1/2 the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day
- Martin Luther King Jr. Day
- Easter Day - Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

Dedicated Nursing Associates, Inc. Contract Forms	DNA	
DNA Contract Compliance	DNA	
10.533	Document Number:	
Document Title:	Effective Date: 01/13/2016	
Joint Commission Compliance Form	Revision Date:	
	Approved By: D.R./C.W.	
	Page Number: Page 9 of 9	

Dedicated Nursing Associates, Inc. (DMO), as a Unite Commission contribut organization, we expectage our clients to

- Provide an animateria and braiding program to such health peen problement at the time of fem.

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Ney cliest of Debicated Number Janasciana, Inc. is encouraged on report a complaint or current to the Jaint Commission within Al calendar days of the event's) giving rise to the complaint. You way contact the Jaint Commission by

http://www.instantension.org/EurersPublic/Complians/ Office of Quality Monitoring

Be Joint Commission One Remaissance Boulevar Daternal Torrace & SIR

Tiana Bivins

hhistes

1/14/2019 1/14/2019

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Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Overtime Policy

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 1/2)

Cancellation Policy for Per Diem Personnel

· Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge

Cancellation Policy for Travel/Contract Assignment:

 Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks agreed upon will be billed in full. If an employee works part of the assignment, that time and the unworked portion will also be billed. The billed time is not to exceed agreement unless an extension is required and documented. Minimum contract assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

^{**} Specialty is considered any unit outside of Long Term Care, Med/Surg, Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty.

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CONTACT CHECKLIST

Point of Contact	
Administrator: Name: Tiara Bivins E-mail: thivins@boulderhealthcare.com Phone: 440-473-0090	DON: Name: Debbie Pratt E-mail: dpratt@boulderhealthcare.com Phone: 440-473-0090
Scheduler/Staffing Coordinator: Name: Quiana Tolliver E-mail: Qtolliver@boulderhealthcare.com Phone: 216-609-9887	Other: n/a

Type of Facility: SNF/LTC	
Size/Number of Beds: 150	
Main Need (Discipline): STNAS	
Currently Using Agency? yes	

- 1 Who (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.)?
- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.)?
- 3 When (ex: length of assignment, specific schedule/days, start date etc.)?
- 4 Where (ex: if multiple locations/wings, where is the help needed)?



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6313

Boulder Healthcare - Mayfield Heights Healthcare 6757 Nayfield Road Mayfield Heights , OH 44124

INVOICE

\$320.00

Shirk
Worked Temp Dept. Deac. Rate
03:001=11:30P Tan, Kean (LPN) LTC S2 Regular 40:00
Boulder Healthcare - Mayfield Heights Healthcare Subtotal:
Invokes 76 40.00 8.00 8.00 320.00

Please Send Payments to:
Decitated Nursing Associates Inc.
6035 William Penn Hwy R 12.3, Suite 201
Defmont, PA 15625
Thank You For Allowing Us the Phyllege of Serving You!
All Invoices that are past due per the terms of the contract will be charged interest at a rare of 1.5%.

Billing Information

Billing/Involce	
Contact Name: Jenny wilson	Title: Business Office Manager
Phone Number: 440-473-0090	E-mail Address: jwilson@boulderhealthcare.com

a and a Ma	ufield are wealthe	are.	
Company Billing Name: Name:			
Billing Address: 6757 Mayfie	eld Rd. Mayfield Hts	s., OH 44124	
Invoicing Preference:	(×) E-mail	() Mail	
Payment Preference:	() ACH (x) Check () Credit	
Card			
OT Rate: time and 1/2		Holiday Rate: time	and 1/2
MSP/VMS fee (if applicab	le): na		
Administrative fees (if ap	plicable) & Specia	al billing requirements:	
na			

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DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (855) 349-6033

Boulder Healthcare - Mayfield Heights Healthcare 6757 Mayfield Road Nayfield Heights OH 44124

INVOICE Invoice No. 16:390 Date 07/12/2019 Page:

Terms PO Number

 Date
 Shift Worked
 Temp
 Dept.
 Desc.
 Rate
 Units
 Amount Due

 04/22/19 Mon
 03:00P - 11:30P
 Tan, Kean (LPN)
 LTC
 52 Regular
 40:00
 8:00
 320:00

 Boulder Healthcare - Mayfield Heights Healthcare Subtotal
 8:00
 320:00

 1 myoice Total: 8:00
 8:32:00

Please Send Payments to:
Designate Nursing Associates Inc.
6536 william Front Hym R1 22, Suite 201
Delmont, R4 15526
Thank You far Allowing is the Privilege of Serving You!
All Involves that are past due per the terms of the contract will be charged interest at a race of 1,5%

EXHIBIT 21

Dedicated Nursing Associates. Inc.

6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Date Invoice # 10/1/2019 32081

Invoice

Bill To	
Mayfield Heights Healthcare 6757 Mayfield Road Mayfield Heights, OH 44124	

		P.O. No.	Terms	Project
			Net 30	
Quantity	Description		Rate	Amount
I Staffing for the week				0.15

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626 Statement

Date
10/8/2019

To
Mayfield Heights Healthcare
9727 Mayfield Rand
Mayfield Heights. OH: 44124

				Amount Due	Amount Enc.
				\$320.02	
Date		Transaction		Amount	Balance
07/12/2019 10/01/2019	INV#16139). Due 08/11/20 INV#3208i. Due 10/31/201	019, Orig. Amount \$320.0 9-Orig. Amount \$0.02.	D.	320.00 0.02	120 9 120 0
	1-30 DAYS PAST	31-80 DAYS PAST	61-90 DAYS PAST	OVER 90 DAYS	Amount Due
CURRENT	DUE	DUE	DUE	PAST DUE	ZHINOUTH DIDE

EXHIBIT 22

ADMINISTRATIVE LINK

For the purpose of scalitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate.

SCHEDULING AND SUBSTITUTE STAFF

- A Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally schedule thours. If a charge the schedule changes are the first processing the schedule changes are the schedule scheduled hours. If a schedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary, Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed while on assignment to the Contractor, however in no event will there be any less than a \$6,000.00 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made this Ls day of March 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626,

Waterville Healthcare ("Contractor"), having its principle place of business at 8885 Browning Drive, Waterville, Ohio 43566.

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by DNA

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroli taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons

EXPENSES

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this

9. COMPLIANCE WITH APPLICABLE LAW DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for commissions with OSHA and commorbile. Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable state laws and regulations thereunder, to the extent those laws and regulations apply to Employees nasigned to Contractor. This responsibility includes, but is not limited to, required information and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related obligations hereunder, and make this documentation available to DNA upon request. Contractor will provide post-exposure evaluation and follow-no in accordance with OSHA standards. will provide post-exposure evaluation and follow-up in accordance with OSHA standards

CONFIDENCE OF INFORMATION

- 10. CONFIDENCE OF INFORMATION
 A. Contractor shall keep in confidence all information relating to the methods of operations, trade secrets, business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish, communicate divulge or disclose any such information. communicate, divuige or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and upon request, defend the other DIVE and contractor shall informity, note natmiess, and, upon request, detend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to

PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000.00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars annual aggregate

GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises where DNA Employees will perform services bereather, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA, Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

INDEPENDENT STATUS

- A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government

15. COMMUNICATION WITH STAFF
Contractor shall not communicate directly with DNA Employees outside of the assignment scope. All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other porson or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do so on its behalf.

INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggreed party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief.

ADDITIONAL LIMITATIONS/REQUIREMENTS

- A. Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race. sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any subsequent breach.

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination. cancellation or expiration of the Agreement

27. NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

DISASTERS AND RELATED EVENTS

28. <u>PISAS IERS AND RELATED EVEN.18</u>

Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.

ASSIGNMENT/SUCCESSORS AND ASSIGNS

A. Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. without the prior written consent of DNA, which shall not be already and assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations.

FLOATING POLICIES AND COMPETENCE

Floating rolers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA, Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.

20. SUBCONTRACTING

DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued patient safety

ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR

- A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor.
- If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours. actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the
- Employee must in fact be removed from the premises immediately.

 C. Contractor is responsible to determine the adequacy of each Employee's job performance. If Contractor determines that the Employee's performance is unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises.

- B. This Agreement shall be binding upon any and all successors and assigns of Contractor. In the event of a potential asset, stock or other sale of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall have an affirmative duty to notify the potential buyer through the due diligence process or otherwise of the binding nature of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereofso that DNA may assert all rights it has under this Agreement, including, but not limited to, those referenced in Sections 29 A., 11 and 17 hereof.
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification provisions of Section 11 hereof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall not be limited to booked but unworked shifts

CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

FINAL AGREEMENT: SURVIVABILITY OF TERMS

51. FINAL AGREEMENT: SURVIVABILITY OF TERMS.
This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full three and offer.

32. TERM OF AGREEMENT AND TERMINATION
The term of this Agreement shall be from March 2019 to March 2020, and will automatically renew on an annual basis if not revised by agreement of each party or terminated. automatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of fermination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the (hirty (30) day period after which any notice of iment to terminate without cause has been given.

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33. NOTICE

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc. 6536 William Penn Highway Rt 22 Suite 202

Delmont, Pennsylvania 15626

Contractor: 8885 Browning Drive Waterville, Ohio 43566

CHOICE OF LAW/VENUE

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any hitigation brought hereunder must be brought in the Court of Common Pieas of Westunordiand County, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity introduction would apply. jurisdiction would apply.

EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby:

Dedicated	Nursing	Associates.	Inc.:
1 1 1			

By:	Title:	- X	Dated	
By: [Authorized Representatives]	Title:		_ Dated:	
Contractor:	-			
Entity Water ille Her	IAnco	are		1
By: [Authorized Representative]	_Title:	Admin stratal	Dated	3/5/19

[Electronic signature/verification has the same legal significance as writing].

8

Weekday	Weekend
\$29.00/flr	\$32.00/Hr
\$42.00/Hr	\$45.00/Hr
\$52.00/Hr	\$55.00/Hr
\$36.00/Hr	\$39.00/Hr
\$49.00/Hr	\$52.00/Hr
\$59.00/Hr	\$62.00/Hr
	\$29.00/Hr \$42.00/Hr \$52.00/Hr \$36.00/Hr \$49.00/Hr

^{*} Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel Any new service not listed will be added by an addendum attachment.

Weekend Bill Rates

Contractor agrees to pay the weekend bill rates for the following days and shifts worked

Saturday- 7:00 am-3:00 pm
 3.00 pm-11:00 pm

11:00 pm-7:00 am 7:00 am-3:00 pm Sunday-

3:00 pm-11:00 pm 11:00 pm-7:00 am

Holiday Policy

The following days will be billed at 1 % the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day
- Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

Dedicated Nursing Associates, Inc Contract Forms	DALA
DNA Contract Compliance	DNA
200400000	Document Number:
Document Title:	Effective Date: 01/13/2016
Joint Commission Compliance Form	Revision Date:
	Approved By: D.R./C.W.
	Page Number: Page 9 of 9

Delicated Hersing Associates, Inc. 1944, as a dried Consulation particled organization, we encourage our obserts to

- From the commentation and consequences and health core participation of the restablish.

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lay chort of the same flowing instruments for a measure of the layer of concerns the date Consession within A columber days of the executing from the columber of the same of

Har/ one and expension on Terms White / Coupling /

Exhibit A

Contractor agrees to pay for all orientation/training hours

Lunch Breaks

Signed time eards that authorize a paid lunch break will be billed to the Contractor

Overtime Policy

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half (1 1/4).

Cancellation Policy for Per Diem Personnel

 Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge.

Cancellation Policy for Travel/Contract Assignment:

 Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks
agreed upon will be billed in full. If an employee works part of the assignment, that
time and the unworked portion will also be billed. The billed time is not to exceed agreement unless an extension is required and documented. Minimum contract assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

CONTACT CHECKLIST

11

^{**} Specialty is considered any unit outside of Long Term Care, Med/Surg, Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 120 of 154

Point of Contact	Contract of the contract of th
Administrator: Name: LACTY White E-mail: lwhitea bowlochealthogan Phone: 417-878-8523	DON: Name: Diana Nelson Email: Diale Double healthcare Phone: 419. 878 -2523
Scheduler/Staffing Coordinator: Name: Br. Hany Boose	Other:
E-mail: bboose@boalder health co Phone: 419.878-8323	ce com

Type of Facility:	NaTI	zrm Ca	ve/Rehal	b
Size/Number of Beds:	126		7	
Main Need (Discipline):	RN	LPH	STNA	
Currently Using Agency?	125			

- 1 Who (ex: OR Nurse, ER Nurse, Med Tech, Telemetry, Nurse Aide etc.)?
- 2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.)?
- 3 When (ex: length of assignment, specific schedule/days, start date etc.)?
- 4 Where (ex: if multiple locations/wings, where is the help needed)?

12

EXHIBIT 23

Billing Information

Contact Name: Lacry White	Title: Adm. wistrator
Phone Number: 419-878-8523	E-mail Address:
	Twhite boulderhealth care.
Corporate Group Affiliation: Boul	de Healthreace
Company Billing Name: Boulde	- Health care
illing Address: 544 Enterprise	
nvoicing Preference: () E-mai	
ayment Preference: () ACH	(⋈ Check () Credit
ard	
OT Rate:	Holiday Rate:
MSP/VMS fee (if applicable):	
dministrative fees (if applicable) & Spe	- 4 3 1841

13

DNA

Dedicated Nursing Associates, Inc 6836 William Penn Hwy. Rt 22, Suite 201 Delmont, PA 15626 (655) 349-6013

	Shift						
Date	Worked	Temp	Dept.		Rate	Units	Amount Due
06/02/19 Sun	06:00A - 02:45P	Russell, Antoinette (Toni) (STNA)	LTC	S4 Regular Weekend	32.00		
00)00)13 390	06:00A - 02:00P	Russell, Antoinette (Toni) (STNA)	LTC	S1 Regular Weekend	32.00	8.00	
05/30/19 Thu	02:00P - 10 00P			S2 Regular	29.00	7.50	217.50
06/07/19 Fri	06:00P - 06:00A				29.00	12.00	348.00
06/08/19 Sat	06:00P - 06:00A	Steible, Sarah (STNA)			29.00		
		. ,		S3 Regular Weekend			
		***	atero	ille Healthcare Sub	total: Nce Total		
				47145	mce / 0 car	. 00.23	\$1,833.50

Please Send Payments to:
Dedicated Nursing Associates Inc
Solid William Plean Hwy Rt 21, Suite 201
Delmont, PA 15625
Thank Tour For Allowing Us the Privilege of Serving You!
All invoices that are past due per the Lerms of the contract will be charged interest at a rate of 1,5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 121 of 154

DNA

Dedicated Nursing Associates, Inc 6335 William Pern Hey Rt 22, Suite IO1 Definions, PA 15625 (855) 349-6013

Viaterville Healthcare 8885 Browning Drive Waterville , OH 43566

INVOICE Invoice No. 160242 Date 06/21/2019 Page 1

Terms	PO Number
30	

	Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
	06/11/19 Tue	06:00P - 06:30A	Rowe, Eloise (STNA)	LTC	S5 Regular	29.00	12.00	348.00
	06/10/19 Mon	02:00P - 10:00P	Sowulewski, Meg (STNA)			29.00	8.00	232.00
ì	06/15/19 Figh	06:00P - 06:00A	the same of the sa		S4 Regular	29.00	12.00	348.00
		00.00A	, ,		55 Regular Weekend			
			**		rille Healthcare Subi			\$1,312.00

Please Send Payments to:
Dedicated Nursing Associates Inc
6336 William Penn Hwy Rt 22, Sute 201
Delmont, PA 15626
Trank You For Allowing Us the Privilege of Serving You!
All Invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 0518 William Rect Hey Rt 22, Suite 201 Delmont, PA 15626 855; 349-6013

INVOICE Invoice No. 160952 Date 07/05/2019 Page 1

Terms	PO	Numbe
30		

Dete	Shift Worked	Temp	Dept.		Hate	Units	Amount Due
05/24/19 Mon	06:00P - 06:00A	Steible, Sarah (STNA) Steible, Sarah (STNA) Steible, Sarah (STNA)	LTC	S3 Regular	30.00	12.00	384.00 348.00
,,	00.00A			ville Healthcare Sub	total:		

Please Send Payments to:
Uedicated Nursing Associates Inc.
G536 William Penn Mvy, Rt 22, Suite 201
Delmont, PA 15526
Thank You For Allowing Us the Privilege of Serving You
Amenics that are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 5536 William Penn Hwy Rt 22, Suite 201 Deimont, PA 15626 [855) 349-6013

INVOICE Invoice No. 160598 Date 06/28/2019 Page 1

Terms PO Number

Invoice Total: 63.50 \$2,287.75

Date	Shift Worked	Temp	Dept.		Rate	Units	Amount Due
06/16/19 Sun	08:00A - 04:00P	Sowulewski, Meg (STNA)	LTC	S1 Regular Weekend	32.00	7.50	240.00
05/17/19 Mon	02:30P - 10:00P	Sowulewski, Meg (STNA)	LTC	S2 Regular	29.00	7.50	217.50
		Steible, Sarah (STNA)		S3 Regular	29.00	12.50	362.50
no) 13/13 Med	U6:00P - 06:00A	Steible, Sarah (STNA)	LTC	S3 Regular	29.00	10.50	304.50
00/00/10 70				S3 Overtime	43.50	1.50	65.25
		Steible, Sarah (STNA)	LTC	SS Overtime	43.50	12.00	522.00
05/ 22/19 S at	06:00P - 06:00A	Stelble, Sarah (STNA)		S3 Overtime Weekend		12.00	576.00
		1	Nate	rville Healthcare Sub	total:	63.50	2,287.75

Please Send Payments to:

Dedicated Nursing Associates Inc.
6536 William Penn Hwy Rt 22, Suite 201
Delmont, 74, 15626
Thank You For Allowing Us the Phyllege of Serving You!
All invoices that are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 6535 William Pero Hay Rt 22, 5u te 201 Deurson, PA 15626 955) 349-6013

Waterville Healthcare 8885 Browning Orive Waterville , OH 43566

INVOICE Invoice No. 16128; Date 07/12/2019 Page 1

Terms PO Number

Date	Shift Worked	Temp	Dept		Rate	Units	Amount Due
06/30/19 Sun	06:00P - 06:00A	Goode, Antoinette (STNA)	LTC	SS Regular Weekend	32.00	11.50	368.00
07/01/19 Mon	02:00P - 02:00A	Sowulewski, Meg (STNA)	LTC	S5 Regular	29.00	12.00	348.00
07/06/19 Sat	06:00P - 06:00A	Sowulewski, Meg (STNA)		S5 Regular Weekend S5 Overtime Weekend	32.00 48.00	8.00 3.50	256.00
06/30/19 Sun	06:00P - 06:00A	Steible, Sarah (STNA)		S5 Regular Weekend	32.00	12.00	168.00 384.00
07/01/19 (40)	06:00P - 06:00A	Steible, Sarah (STNA)		55 Regular	29.00	12.00	348.00
			LTC	SS Regular SS Regular Holiday	29.00 43.50	6.00	174.00
		Steible, Sarah (STNA)	LTC	S5 Regular S5 Overtime S5 Overtime Holiday	29.00 43.50 65.25	4.00 2.00 6.00	116.00 87.00 391.50
07/05/19 Fri	06:00P - 06:00A	Steible, Sarah (STNA)		S5 Overtime rville Healthcare Subt		12.00 95.00	522.00 3,423.50
				Invo	ice Total:	95.00	\$3,423.50

Please Send Payments to:

Prease Sehu Payments to.
Dedicated Nursing Associates Inc.
6336 William Penn Hwy Rt 22, Suite 201
Delmont, PA 1556
Trank You For Allowing Us the Privilege of Serving You!
Invalices that are past due per the terms of the contract will be charged interest at a rate of 1.5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 122 of 154

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201

INVOICE Invoice No. 161933 Date 07/19/2019 Page 1

Terms	PO	Numbe
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Date	Shift Worked	Temp	Dept.		Rate	Units	Amount Due
07/08/19 Mon	06:00P - 06:00A	Sowulewski, Meg (STNA)	LTC	S5 Regular	29.00	11.50	333.50
07/11/19 Inu 07/13/19 Sat	06:00P - 06:00A	Sowulewski, Meg (STNA)	LTC	S5 Regular	29.00	11.50	333.50
07/11/19 Thu	06:00P - 06:00A	Sowulewski, Meg (STNA) Steible, Sarah (STNA)		SS Regular Weekend SS Regular	32.00	11.50	368.00
			LIC	S5 Regular	29.00	3.75 8.25	108.75 239.25
04/15/19 LU	06:00P - 06:00A	Steible, Sarah (STNA)	LTC	\$5 Regular \$5 Overtime	29.00 43.50	3.75 8.25	108.75 358.88
		W	aten	ille Healthcare Sub	total:	58.50	1,850.63
				Invo	rice Total:	58.50	\$1,850.63

Please Send Payments to:
Dedicated Nursing Associates Inc
6353 william Penn Hwy Rt 22, Suite 201
Delmont, PA 15926
Thank You For Allowing Ust the Privilege of Serving You!
All Invoices that are past due per the terms of the contract will be charged interest at a rate of 1,5%

DNA

Dedicated Nursing Associates, Inc IS36 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 IB55) 349-6013

INVOICE invoice No. 162713 Date 08/02/2019 Page 1

Terms	PO	Num
30	ſ	-

Date	Shift Worked	Temp	Dept.		Rate	Units	Amount Due
07/23/19 Tue	10 00P - 06 00A	Goode, Antoinette (STNA)	LTC	S3 Regular	29.00	8.00	
1/21/19 Sun	06:00P - 06:00A	Sowulewski, Meg (STNA)		S5 Regular Weekend	32.00	11.50	
07/26/19 Fri	05:00P - 06:00A	Sowulewski, Meg (STNA) Sowulewski, Meg (STNA)		S5 Regular	29.00	11.50	333.50
	07:15P - 06:15A	Sowulewski, Meg (STNA)		S5 Regular	29.00	11.75	340.75
			LIL	55 Regular Weekend 55 Overtime Weekend	32.00 48.00	5.25	168.00 252.00
97/23/19 Tue	06:00P - 06:00A	Steible, Sarah (STNA)		S3 Regular	29.00	12.00	348.00
97/23/19 IND	02:00P - 05:00A	Stelble, Sarah (STNA)	LTC	S3 Regular	29.00	13.00	377.00
726/19 Fri	02:00P - 06:00A	Steible, Sarah (STNA)	LTC	S3 Overtime S3 Overtime	43.50	3 00	130.50
27/27/19 Sat	06.00P - 06:00A	Steible, Sarah (STNA)	ITC	53 Overtime Western	43.50	16.00	576 00
07/21/19 Sun	06:00P - 06:30A	Valentine, Camilla (STNA)	LTC	SE Bogulas Weeks	32.00	12.00	384.00
1723/19 Tue	06:15P - 05.00A	Valentine, Camilla (STNA)	LTC	S3 Regular	29.00	10.75	311-75
		٧	Vate	ville Healthcare Sub			4,517.50
				Inv	oice Total	132.00	\$4,517.50

Please Send Payments to:

Please Send Payments to:
Dedicated Nutrang Associates Dic
\$15 William Penn Hwy Rt 22, Suite 201
Permont, Pa. 156/36
**Junk You For Allowing Us the Privilege of Serving You!
**Invoices that are past due per the terms of the contract will be charged interest at a rate of 1,5%

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (955) 349-6013

INVOICE Invoice No. 162343 Date 97/26/2019 Page 1

Terms PO Number

					-		
Date	Shift Worked	Temp	Dept	- Desc.	Rate	Units	Amount Due
07/16/19 Tue	06:00P - 12:45A	Goode, Antoinette (STNA)	ITC	S5 Regular	29.00	6.75	
07/17/19 Wed	06:00P - 06:00A	Goode, Antoinette (STNA)		\$5 Regular	29.00	12.00	
107/18/19 Inc	06:00P - 06:00A	Goode, Antoinette (STNA) Rowe, Eloise (STNA)		SS Regular	29.00	12.00	
		. ,		S3 Regular S3 Overtime	29.00 43.50	4.00	
07/14/19 Sun	06:00A - 02:30P	Russell, Antoinette (Toni) (STNA)	LTC	C1 Decules West	32.00	8.00	348.00 272.00
01/10/13 1110	06:00A - 02:30P	Russell, Antoinette (Toni) (STNA) Sowulewski, Meg (STNA)	LTC	S1 Regular	29.00	8.50	246.50
07/15/19 Mon	06:00P - 06:15A	Sowulewski, Mea (STNA)		S4 Regular Weekend S5 Regular	32.00 29.00	12.00	
07/17/19 Wed	06 00P - 06.00A	Sowulewski, Meg (STNA)		S5 Regular	29.00	12.25	355.25 333.50
		Sowulewski, Meg (STNA)	LTC	S5 Regular Weekend S5 Overtime Weekend	32.00 48.00	4.25	136.00
07/14/19 Sun	06:30P - 06:00A	Vaientine, Camilla (STNA)	LTC		32.00	7.75	372.00 368.00
07/19/19 fue	07:00P = 06:30A	Valentine, Camilla (STNA) Valentine, Camilla (STNA)			29.00	11.50	333.50
07/14/19 Sun	06:00A - 06 00P	Westhoven, Salena (STNA)		* . * .	29.00 32.00	11.50	333.50
07/18/19 Thu	06:00A - 06:15P	181 17			29.00	12.00	384.00 355.25
		٧	Vate	rville Healthcare Subt	otal: 1	66.25	5,229.25

Please Send Payments to:

Uniticated Nursing Associates Int.

SSS William Plan Hwy Rt 22, Suite 201

Calmon, PA 15626

Trainer You For Allowing Us the Privilege of Serving You!

All importes that are past due per the terms of the contract will be charged interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Primont, PA 15626 (953) 349-6013

Waterville Healthcare 3895 Browning Drive Waterville JOH 43568

INVOICE

Terms PO Number

					30		
Date	Shift Worked	Temp	Dept	Desc.	Rate	Units	Amount Due
08/02/19 Fri	06:30P - 11:30A	Akankwasa, Priscilla (LPN)	LTC	SS Regular S3 Overtime	42.00	5.00	252 00
08/03/19 Sat	06:30P - 07:00A	Akankwasa, Priscilia (LPN)	170		63.00	10.50	
07/30/19 Tue	07:00P - 01:30A	Rushing, Ashley (LPN)		S5 Overtime Weekend S5 Regular		12.00	810.00
17/31/19 Wed	06:30P - 11:30P	Rushing, Ashley (LPN)			42.00	6.00	252.00
08/02/19 Fri	06:30P - 07:00A	Rushing, Ashley (LPN)		S2 Regular	42 00	5.00	210.00
08/03/19 Sat	06:30P - 07:00A	Rushing, Ashley (LPN)		SS Reguiar	42.00	12.00	504.00
17/28/19 Sun	06:004 - 02:009	Russell Astricate (Term)	LIC	S5 Regular Weekend	45.00	12.00	540.00
07/28/19 Sun	07:458 - 06:004	Russell, Antoinette (Toni) (STNA) Sowułewski, Meg (STNA)			32.00	8.00	256.00
0 7/29/19 Mon	05:00E 06:00A	Sowulewski, Meg (STNA)		S5 Regular Weekend	32.00	10.25	328 00
				S5 Regular	29.00	12.25	355.25
		Sowulewski, Meg (STNA)		S5 Regular	29.00	12.25	355.25
07/20/19 500	02:00P = 06:00A	Steible, Sarah (STNA)		S3 Regular Weekend	32.00	16.00	512.00
07/29/19 Mgn	02:00P - 06:30A	Steible, Sarah (STNA)	LTC	52 Regular	29.00	16.00	454.00
		Steible, Sarah (STNA)	LTC	S3 Regular S3 Overtime	29.00 43.50	8.00	232.00 348.00
		Steible, Sarah (STNA)	LTC	S3 Overtime	43.50	16.00	696.00
08/03/19 Sat	06:00P - 06:00A	Steible, Sarah (STNA)		53 Overtime Weekend	48.00	12.00	576.00
/27/19 Sat	07:00P - 06:15A	Valentine, Camilla (STNA)		S3 Regular Weekend	32-00	11.25	360.00
/31/19 Wed	07:15P - 06:15A			S5 Regular	29.00	11.00	319.00
				rville Healthcare Sub			
		•			pice Total:		8,031.00 \$8,031.00
				****	rece (Dial)	404.30	30,031.00

Please Send Payments to:
Dedicate Nursing Associates Inc.
\$33 & William Porn Haw, Rt 2.2, Sune 20.1
Delmont, PA 15526
Panal Two Far Adwing or the Privilege of Serving You!
Reliable The Paral Two Far Adwing to the Privilege of Serving You!
Reliable Two Sets (Ast are past due per the terms of the contract with be charged interest at a rate of 1.5%).

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 123 of 154

DNA

Dodicated Nursing Associates, Inc \$131 William Path Pay Rt 23, Suite 301 Dolmont, PA 15626 (855) 349-5013

INVOICE Invoice No. 163278 Date 08/16/2019 Page 1

Terms PO Number

					30		
Date	Shift Worked	Temp	Dept	Desc.	Rate	Units	Amount Due
08/06/19 Tue		Akankwasa, Priscilla (LPN)	LTC	S5 Regular	42.00	12.00	504.00
08/07/19 Wed	06:30P - 07:00A	Akankwasa, Priscilla (LPN)	LTC	SS Regular	42.00	12.00	504.00
		Akankwasa, Priscilla (LPN)	LTC	S5 Regular	42.00	12.00	504.00
08/09/19 Fri	06:00P - 02:00A	Johns, Tiffany (STNA)		S5 Regular	29.00	8.00	232.00
08/06/19 Tue		Phelps, Ashley (STNA)		S1 Regular	29.00	11.75	340.75
		Rowe, Eloise (STNA)		S5 Regular Weekend S5 Regular Weekend	32.00 32.00	6.00 4.50	256.00 144.00
08/07/19 Wed	06:30P - 07:00A	Rushing, Ashley (LPN)	LTC	S5 Regular	42.00	12.00	504.00
		Rushing, Ashley (LPN)	LTC	S5 Regular	42.00	12.00	504.00
08/06/19 Tue	06:00A - 02:00P	Russell, Antoinette (Toni) (STNA)	LTC	S1 Regular	29.00	8.00	232.00
08/10/19 Sat	06:00A - D2:00P	Russell, Antoinette (Toni) (STNA)	LTC	S1 Regular Weekend	32.00	8.00	256.00
08/04/19 Sun	02:00P - 06:00A	Steible, Sarah (STNA)		53 Regular Weekend	32.00	15.00	512.00
08/05/19 Mor	02 00P - 06.00A	Steible, Sarah (STNA)	LTC	S3 Regular	29.00	16.00	464.00
		Steible, Sarah (STNA)	LTC	55 Regular S5 Overtime	29.00 43.50	8.00	232.00
08/07/19 Wed		Steible, Sarah (STNA)	LTC	SS Overtime	43.50	12.00	522.00
08/09/19 Fri		Steible, Sarah (STNA)	LTC	S5 Overtime	43.50	16.00	696 00
08/10/19 Sat	02:00P - 05 00A	Steible, Sarah (STNA)	LTC	S5 Overtime Weekend	48.00	16.00	758.00
08/05/19 Tue	07:00P - 06:00A	Vaientine, Camilla (STNA)	LTC	S5 Regular	29.00	11.00	319.00
08/09/19 Fri	06 00P - 06:00A	Valentine, Camilla (STNA)	LTC	S5 Regular	29.00	12.00	348.00
08/10/19 Sat	07:45P - 06:30A	Valentine, Camilla (STNA)		SS Regular Weekend	32.00	10.75	344.00
		١	Vate	rville Healthcare Sub	total:	230.00	8,359.75
				Inv	oice Total	230.00	\$8,359.75

Please Send Payments to:
Dedicated Nursing associates Inc
S156 William Pen Hay Rt 22, Suite 201
Demont, Pa 15626
Please Nursing Is the Privilege of Serving You!
Demonts for A Nursing Is the Privilege of Serving You!
Demonts for A nursing Is the Privilege of Serving You!
Demonts Strat are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 1936 Wéllam Penn Hwy Rt 22, Suite 201

INVOICE Invoice No. 163932 Date 08/20/2019 Page 1

Terms PO Number

				- 30		
Shift Worked	Temp	Dept.	Desc.	Rate	Unite	Amount
	Akankwasa, Priscilla (LPN)	LTC	\$5 Regular Weeken	d 45.00	12.00	540
	Akankwasa, Priscilla (LPN)		S5 Regular	42.00	12.00	504.6
	Johns, Tiffany (STNA)	LTC	S5 Regular Weeken	d 32.00	11.25	360.0
	Pheips, Ashley (STNA)		S4 Regular	29.00	11.50	333.5
	Rushing, Ashley (LPN)	LTC	S5 Regular	42.00	12.00	504.0
	Rushing, Ashley (LPN)		SS Regular	42.00	12 50	525.0
6:00A 04:00P	Russell, Antoinette (Toni) (STNA)	LTC	51 Regular	29.00	10.00	290.0
	(MINISTREE (1911) (3111M)	FIF	31 Regular	53.00	10.00	29

3/22/19 Thu 05 38/24/19 Sat 07 38/20/19 Tue 06 12.00 384.00 384.00 355.25 11.50 333.50

Waterville Healthcare Subtotal: 181.00 6,051.25 Invoice Total: 181.00 86,051.25

Please Send Payments to:
Intricated fluring Associates Inc.
S138 william Penn Hwy Rt 21, Suite 201
Filmont, PA 15626
Thank You Pen Adonop Us the Privilege of Serving You!
Thank You Pen Adonop Us the Privilege of Serving You!
In reviews that are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201 Celmont, PA 15626 (855) 349-6013

Waterville Healthcare 9855 Browning Drive Waterville , OH 43566

INVOICE

ferms PO Number

					30		
Date	Shift	Temp	Dept.	. Desc.	Rate	Units	Amount Oue
08/12/19 Mon	09:00P - 07:00A	Akankwasa, Priscilla (LPN)	LTC	S5 Regular	42.00	9.50	399.00
08/13/19 Tue	06:30P - 07:00A	Akankwasa, Priscilla (LPN)	LTC	SS Regular	42.00	12.00	564.00
08/14/19 Wed	06.30P - 07:00A	Akankwasa, Priscilla (LPN)	LTC	S5 Regular	42.00	12.00	504.00
08/16/19 Fri	06:30P - 07:00A	Akankwasa, Priscilla (LPN)	LTC		42.00 53.00	6.50 5.50	273.00 346.50
08/15/19 Fri	07 15P - 06:00A	Johns, Tiffany (STNA)	LTC	S5 Regular :	29.00	10.75	311.75
		Phelps, Ashley (STNA)	LTC	S1 Regular	29.00	11.50	333.50
08/11/19 Sun	07:00P - 07:00A	Rowe, Eloise (STNA)	LTC	SS Regular Weekend .	32.00	11.50	368.00
		Rowe, Eloise (STNA)	LTC	S5 Regular	29.00	11 75	340.75
		Rowe, Eloise (STNA)	LTC	SS Regular .	29.00	13.75	398.75
08/13/19 Tue	06:30P - 07:00A	Rushing, Ashley (LPN)	LTC	SS Regular	42.00	12.00	504.00
		Rushing, Ashley (LPN)	LTC	S5 Regular	42.00	12.00	504.00
08/17/19 Sat	06:30P - 07:00A	Rushing, Ashley (LPN)	LTC	SS Regular Weekend	45.00	12.00	540.00
08/11/19 Sun	06:00A - 02:00P	Russeli, Antoinette (Toni) (STNA)	LTC	S1 Regular Weekend	32.00	8.00	256.00
		Russeli, Antoinette (Toni) (STNA)			29,00	10.00	290.00
08/13/19 Tue	06:00A - 04:00P	Russeli, Antoinette (Toni) (STNA)	LTC	S1 Regular	29.00	10.00	290.00
08/15/19 Thu	05:00A - 04:00P	Russeli, Antoinette (Toni) (STNA)	LTC	S1 Regular	29.00	10.00	290.00
		Russeli, Antoinette (Toni) (STNA)		51 Overtime	29.00 43.50	2.00 8.00	58.00 348.00
08/17/19 Sat	06:00A - 04:00P	Russell, Antoinette (Toni) (STNA)	LTC	51 Overtime Weekend	48.90	10.00	480.00
08/17/19 Sat	06:00P - 06:00A	Smith, Lakesha (STNA)	LTC	SS Regular Weekend	32.00	12.00	384.00
		Sawulewski, Meg (STNA)	LTC	SS Regular	29.00	11.50	333.50
		Steible, Sarah (STNA)	LTC	SS Regular Weekend	32.00	16.00	512.00
		Steible, Sarah (STNA)	LTC	SS Regular	29.00	4.25	123.25
08/15/19 Fri	02:00P - 06:00A	Stelble, Sarah (STNA)	LTC	S5 Regular	29.00	16.00	464.GO
			44-6-	and the file of the course Coulon	ahat.	250 50	0 100 00

Please Sand Payments to:
Dedicated flurring Associates Tec.
5556 William Pen Hwy R1 22, Suize 201
Delmont, IA 15326
Then Tau For Advisory Us to Privilege of Serving You!
All movies that are past due per the terms of the contract will be charged interest at a rate of 1.5%



Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22, Suite 201

INVOICE

Date	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
		Akankwasa, Priscilla (LPN)	LTC	S5 Regular Weekend	45.00	12.50	562.50
		Akankwasa, Priscilla (LPN)	LTC	S5 Regular	42.00	12.00	504.00
29/19 Thu	06:30P - 07 00A	Akankwasa, Priscilla (LPN)	LTC	S5 Regular	42.00	12.00	
		Akankwasa, Priscilla (LPN)	LTC	S5 Regular Weekend S5 Overtime Weekend	45.00 67.50	3.50 8.50	157.50
08/29/19 Thu	06:00P - 06 00A	Riddle, Courtney (STNA)	LTC	S5 Regular	29.00	12.00	348.00
		Rushing, Ashley (LPN)	LTC	S5 Regular	42.00	12.00	504.00
		Rushing, Ashley (LPN)	LTC	S5 Regular	42.00	12.00	504.00
18/25/19 Sun	05:00A - 04:00P	Russell, Antoinette (Toni) (STNA)	LTC	51 Regular Weekend	32 00	10.00	320.00
08/29/19 Thu	05:00A - 04:00P	Russell, Antoinette (Toni) (STNA)	LTC	51 Regular	29.00	10.00	
99/30/19 Fri	05:00A - 04:00P	Russell, Antoinette (Toni) (STNA)	LTC	S1 Regular	29.00	10.00	
08/31/19 Sat	05:00A - 02:00P	Russell, Antoinette (Toni) (STNA)	LTC	S1 Regular Weekend	32.00	8.30	
08/25/19 Sun	06:00P - 06 00A	Sowulewski, Meg (STNA)		SS Regular Weekend	32.00	12.00	
08/ 30/19 F ri	10:00P - 06 DOA	Sowulewski, Meg (STNA)	LTC	S3 Regular	29.00	8.00	
		١	Vate	rville Healthcare Subt			5,429.75
				inve	oice Total:	142.50	\$5,429.75

Please Send Payments to:
Indicated Nursing Associates for:
S235 William Penn Hay Rt 22, Suite 201
Entmont, PA, 15626 http://december.org/pout/
Invitors (PA) Addring to stee Privilege of Serving You!
Invitors (PA) and associate per the terms of the contract will be charged interest at a rate of 1,5%
Invitors that are past due per the terms of the contract will be charged interest at a rate of 1,5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 124 of 154

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Invoice

Date	Invoice #
4/1/2019	3110i

Bill To Waterville Healthcare 8885 Browning Drive Waterville, OH 43566

			P.O.No	Terms	Project
				Net 30	
Quantity		Description		Rate	Amount
1,312 2,287.5 1,116 3,423.5 1,850.63 5,229.25	Bleest on the following: revised #19975 Francise #160742 Francise #160742 Invoice #160996 Invoice #160996 Invoice #160996 Invoice #160996 Invoice #161983 Invoice #161983 Invoice #162713				0.015 27 0.015 19 0.015 19 0.015 344 0.015 19 0.015 19 0.015 27 0.015 27 0.015 78 0.015 78
				Total	\$323.5

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Bill To	
Waterville Healthcure 8885 Britishing Drive Waterville, OH 43566	

Invoice

Date	Invoice#
10/1/2019	31631

		P.O No.	Terms	Project
			Net 30	
Quantity	Description		Rate	Amount
1,833.5 1,312 2,287.5 1,116 3,423.5 1,850.63 5,229.25 4,517.5 8,031 8,359.75 9,136 6,051.25	Infects on the following: invoice #19977 invoice #160947 invoice #160949 invoice #160949 invoice #160949 invoice #160949 invoice #161922 invoice #161923 invoice #162313 invoice #162313 invoice #162313 invoice #162310 invoice #163216 invoice #163266 invoice #163266		0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	15 19.6 34.3 15 34.3 15.5 16.7 15 51.3 51.3 78.4 15 67.7 15 120.4 15 120.4 15 137.3 15 90.7
			Total	\$802.37

DNA

Dedicated Nursing Associates, Inc 6536 William Penn Mwy, Rt 22, Suite 201 Oelmont, PA 15626 (855) 349-6013

Waterville Healthcare 8885 Browning Drive Waterville - OH 43568

INVOICE Invoice No. 164465 Date 09/13/2019 Page 1

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 Temp
 Dept. Desc.
 Desc.
 Unds.
 Devolution

 08/16/19 Fit
 06/007 = 06/008 Sowulewski, Meg (STNA) LTC S5 Regular Weekend
 29.00 12.00 3.65.00

Please Send Payments to:
Dedicated Nursing Associates Inc
5535 William Penn Hwy Rt 22, Suine 201
Delmont, PA 15926
Thank You For Allowing Us the Privilege of Serving You!
All Invoices that are past due per the terms of the contract with be charged inserest at a rate of 1.5%

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 125 of 154

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Statement

Date 10/8/2019

To:	
Waterville Healthcare	
8885 Browning Drive	
Waterville, OH 43566	

			i e	Amount Due	Amount Enc.	
				\$60,290,74		
Date	Transaction			Amount	Balance	
06/03/2019	PMT #806.			-225.05	-225 (
06/14/2019	INV #159973. Due 07/14/2019. Orig. Amount \$1,833.50				1,608.4	
06/21/2019	INV #160242. Due 07/21/20	 Orig. Amount \$1,312. 	00.	1.312.00	2,920,4	
06/28/2019	INV #160598, Due 07/28/20	 Orig. Amount \$2,287. 	75.	2,287.75	5,208.2	
07/05/2019	INV #160952. Due 08/04/20	 Orig. Amount \$1,116. 	90.	1,116.00	6,324.2	
07/12/2019	INV #161282. Due 08/11/20			3,423.50	9.747.7	
07/19/2019	INV #161933. Due 08/18/20	 Orig. Amount \$1,850. 	53.	1.850.63	11,598.	
07/26/2019	INV #162343. Due 08/25/20	19-Orig. Amount \$5,229.	25.	5,229.25	16.827.5	
08/02/2019	INV #162713 Due 09/01/20	 Orig. Amount \$4,517. 	50.	4,517.50	21.345.0	
08/09/2019	INV #162910. Due 09/08/20	 Orig. Amount \$8,031. 	00.	8,031.00	29,376.0	
08/16/2019	INV #163278. Due 09/15/20			8,359.75	37,735.8	
08/23/2019	INV #163666. Due 09/22/20	 Orig. Amount \$9,156. 	X0.	9,156.00	46,891.8	
08/30/2019	INV #163992. Due 09/29/20	Orig. Amount \$6.051.	25.	6.051.25	52,943.0	
09/01/2019	INV #3110i. Due 10/01/2019	Orig. Amount \$323.54.	- 1	323.54	53,266.6	
09/06/2019	INV #164180. Due 10/06/20			5.429.75	58,696.	
09/13/2019 10/01/2019	INV #164465. Due 10/13/20 INV #3163i. Due 10/31/2019			792.00 802.37	59,488.	
				ļ		
	1.30 DAYS PAST	I 31.60 DAYS DAET	R1 00 DAVE DAST	CVER MODAYS		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due	

MEDICAL STAFFING AGREEMENT

THIS MEDICAL STAFFING AGREEMENT ("Agreement"), made this 15th day of March, 2019, between DEDICATED NURSING ASSOCIATES, INC. ("DNA"), a Pennsylvania corporation having a place of business at 6536 William Penn Highway Rt. 22, Suite 202, Delmont, Pennsylvania 15626.

A N D

Woodridge Healthcare ("Contractor"), having its principle place of business at 3801 Woodridge Boulevard, Fairfield, Ohio 45041.

WHEREAS, DNA is in the business of providing registered nurses, licensed practical nurses, certified nursing aides, home health aides and other medical professionals ("Employee" or "Employees") with particular skills and experience; and

WHEREAS, Contractor is in need of personnel with the skill and experience provided by DNA.

NOW, THEREFORE, in consideration of the covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. EMPLOYEES TO BE PROVIDED

The Employees to be provided include, but are not limited to, the following: RN's, LPN's, CNA's, HHA's and NA's.

2. QUALIFICATIONS OF EMPLOYEES

DNA will ensure that Employees to be provided shall possess the qualifications required to perform the work for which they are contracted to provide in their particular field of practice. They shall also possess the required qualifications in the areas of education, certification, license, Physical and Mantoux test and criminal clearances, as required.

3. DNA AS EMPLOYER

Contractor shall not be responsible for payment of wages, salaries, and other compensation, fringe benefits, unemployment insurance, workers' compensation, social security, or other payroll taxes for staff provided to Contractor by DNA. Further, DNA shall be the employer of all persons it furnishes to Contractor.

4. EXPENSES

Contractor shall be responsible for all expenses incurred by DNA Employees relating to patient care (by way of example only, gloves) while on assignment to Contractor under this Agreement.

EXHIBIT 25

5. ADMINISTRATIVE LINK

For the purpose of facilitating the services contemplated by this Agreement, Contractor and DNA each shall designate an administrative employee to be available for such purpose.

6. COMPENSATION (TIME RECORDS)

Contractor shall compensate DNA for its services in accordance with the schedule set forth in Exhibit "A" hereto, which is incorporated by reference and made part of this Agreement. For the purpose of compensation, DNA shall submit documentation in the form of time records for the services provided to Contractor. Contractor, or its authorized representative, shall be responsible for verifying that the time records are accurate.

7. SCHEDULING AND SUBSTITUTE STAFF

- A. Contractor must immediately notify DNA of any changes to the agreed upon staffing schedule for Employees. Contractor is not authorized to accept a schedule change that is only discussed with an Employee and not approved in advance by DNA. If the schedule change results in the Employee working fewer hours than scheduled, failure to give notice to and receive consent from DNA may result in a charge for the originally scheduled hours. If a schedule change results in an Employee working over forty (40) hours in one week for DNA, and if there is no agreement to the contrary. Contractor will be charged the overtime billing rate for any hours that were not approved in advance by DNA for the Employee.
- B. DNA shall use its best efforts to replace regularly scheduled staff that are unavailable on a given day due to an illness or paid time off, or because of an emergency, vacation or holiday; however, DNA cannot guarantee that it can or will provide substitute staff.

8. HIRING OF EMPLOYEES BY CONTRACTOR AND CONVERSION FEE

Contractor may wish to employ directly an Employee who has been supplied by DNA. In the event of such a conversion to the employ of Contractor or to another employer to whom Contractor refers such Employee, Contractor agrees to pay a conversion fee. The conversion fee is \$15,000.00 for an RN, \$12,000.00 for an LPN, \$9,000.00 for a CNA and \$9,000.00 for a HHA or NA. The conversion fee will be reduced by \$200.00 for each 40 hours of weekly services performed while on assignment to the Contractor, however in no event will there be any less than a \$6,000.00 conversion fee for any position. The same calculation will be used if Contractor converts a DNA Employee to part-time status. Again, the conversion fee will not be less than \$6,000.00.

A. The conversion fee is payable if Contractor hires the DNA Employee assigned, regardless of the employment classification, on either a permanent, temporary (including temporary assignments through another agency) or consulting basis within six (6) months after the last day of the assignment. Contractor also agrees to pay a conversion fee if the DNA Employee assigned to Contractor is hired by a subsidiary, other related company or any other entity or business as a result of referral of the Employee by Contractor.

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COMPLIANCE WITH APPLICABLE LAW

DNA and Contractor shall comply with the Fair Labor Standards Act, the Occupational Safety and Health Act ("OSHA"), Immigration Reform and Control Act, the Health Insurance Portability and Accountability Act ("HIPAA"), and all other applicable federal, state, and local statutes, laws, ordinances, regulations and standards including, but not limited to, equal employment opportunity, civil rights, anti-discrimination, wage and hour, privacy and Joint Commission, whether as presently enacted or as hereafter amended. Notwithstanding the above, it is agreed that Contractor is primarily responsible for compliance with OSHA and comparable state laws and regulations thereunder, to the extent those laws and regulations apply to Employees assigned to Contractor. This responsibility includes, but is not limited to, required information and training in site-specific protocols, the facility exposure control plan and available personal protective equipment. Contractor will maintain documentation regarding training and related obligations hereunder, and make this documentation available to DNA upon request. Contractor will provide post-exposure evaluation and follow-up in accordance with OSHA standards.

CONFIDENCE OF INFORMATION

- A. Contractor shall keep in confidence all information relating to the methods of operations, trade secrets business plans, business opportunities, finances, strategic planning and development, research, development, personnel data, recruiting, compensation, billing, and all other confidential knowledge, data and information related to the business and affairs of DNA that may be acquired in furtherance of the relationship contemplated by this Agreement. During and after the term of this Agreement, Contractor shall not, without the prior written consent of DNA, publish. communicate, divulge or disclose any such information.
- B. The parties hereto agree to comply with any and all federal or state laws or regulations that have or may become effective during the term of this Agreement, including, but not limited to HIPAA and any amendments, rules and regulations promulgated thereunder. The parties further agree to execute any additional documents that may be required under HIPAA, including, but not limited to, a Business Associates Agreement.

INDEMNIFICATION

DNA and Contractor shall indemnify, hold harmless, and, upon request, defend the other party and their respective subsidiaries, affiliates, directors, officers, employees, agents and independent contractors, from and against all liens, claims, charges, causes of action of any type, whether in law or equity, liabilities, damages, losses and expenses including, but not limited to, interest, penalties, reasonable attorney's fees and costs of suit, arising out of or in connection with their own acts or omissions, whether in whole or in part, relating to their obligations pursuant to this Agreement.

12. PROFESSIONAL LIABILITY INSURANCE

Each party to this Agreement shall obtain, at its own cost, professional liability insurance covering its own act or omissions. Each shall maintain such insurance in amounts not less than Two Million (\$2,000,000,00) Dollars per occurrence and Six Million (\$6,000,000.00) Dollars

3

FLOATING POLICIES AND COMPETENCE

Floating refers to the reassignment of Employees, where the Employee's job functions differ from specified requirements. With the express, written permission of DNA. Contractor may float one or more Employees that are within the scope of the Employee's clinical expertise, Joint Commission standards, and to which they have been fully oriented. Contractor shall pay to DNA the agreed upon rate under these circumstances.

ORIENTATION POLICIES

Contractor will require Employees furnished under this Agreement to review Contractor's fire and disaster, infection control and no-lift policies prior to placement.

SUBCONTRACTING

DNA, at its sole discretion, may contract with one or more persons or entities for the performance of DNA's services covered by this Agreement, provided the contract shall not relieve DNA of its obligations and liability under this Agreement. Any individual provided under such a subcontracting arrangement shall be deemed an "Employee" solely for purposes of this Agreement.

INCIDENT, ERROR TRACKING SYSTEM

DNA has a system for reporting, tracking, and documenting unexpected incidents. When any Employee is involved in medication and/or documentation errors, unanticipated deaths, patient incidents, injuries, safety hazards related to the care and services provided, occupational illnesses, or security incidents including incidents of property damage or theft, the Employee and Contractor shall immediately report the incident to DNA, as DNA requires documentation to insure continued patient safety

ADDITIONAL REPORTING OBLIGATIONS OF CONTRACTOR

- A. Contractor shall also immediately report to DNA any employment-related concerns, problems or issues with any Employee supplied by DNA, including any Employee report made directly to Contractor
- B. If Contractor reasonably believes that any Employee assigned by DNA is incompetent, negligent or has engaged in misconduct, Contractor may require such Employee to leave its premises and shall inform DNA of this action immediately. Contractor's obligation to compensate DNA for the Employee's services shall be limited to the hours actually worked by such Employee; however, any action taken by Contractor in this regard must be based upon a reasonable, good faith belief by Contractor that the Employee must in fact be removed from the premises immediately.
- C. Contractor is responsible to determine the adequacy of each Employee's job performance. If Contractor determines that the Employee's performance is unsatisfactory, Contractor will notify DNA of specific deficiencies in writing in circumstances other than those requiring immediate removal from the premises.

13. GENERAL LIABILITY INSURANCE

Contractor shall maintain accident and general liability insurance covering the premises where DNA Employees will perform services hereunder, as well as any Contractor owned or leased vehicles that DNA Employees may use in the course of their work pursuant to this Agreement. Upon request of DNA. Contractor shall provide a copy of all insurance policies demonstrating compliance with this paragraph.

INDEPENDENT STATUS

- A. In the performance of their respective duties under this Agreement, DNA and Contractor shall remain independent contracting entities, and neither shall be deemed to be the employer or employee of the other for any purpose whatsoever. The relationship between the parties shall at all times be that of independent contractors. No provision of this Agreement is intended to, or shall be construed, to render one party an employee, servant or partner of the other.
- B. In the event that the Internal Revenue Service or another government agency questions or challenges the independent contractor status of either DNA or Contractor, both DNA and Contractor, upon receipt by either of them of notice from the Internal Revenue Service or other government agency, shall promptly notify and afford the other party the opportunity to participate in any discussion or negotiation with the Internal Revenue Service or other government agency, irrespective by whom such negotiations were initiated, to the extent permitted by the Internal Revenue Service or other government agencies.

COMMUNICATION WITH STAFF

Contractor shall not communicate directly with DNA Employees outside of the assignment scope. All communications regarding staff scheduling with DNA Employees, whether written, verbal, or in person, shall be relayed through DNA unless otherwise agreed to in writing by both parties. See also paragraph 7.A. hereof.

NO SOLICITATION BY CONTRACTOR

During the term of this Agreement, Contractor shall not solicit or attempt to solicit, either directly or indirectly, the business or trade of DNA for Contractor's benefit or the benefit of any other person or entity to the exclusion of DNA, nor shall Contractor request or allow anyone to do so on its behalf.

INJUNCTIVE RELIEF

In addition to all other available remedies in the event of a breach of this Agreement, DNA, as the aggrieved party, shall be entitled to immediate injunctive relief to prevent the irreparable harm which will result in the absence of such relief.

ADDITIONAL LIMITATIONS/REQUIREMENTS

- Contractor agrees that it will not entrust any Employee with unattended premises, cash, checks, keys, credit cards, merchandise or other valuables without prior, express permission from DNA
- B. Contractor will not request or permit any Employee to use any vehicle, regardless of ownership, in connection with the performance of services for Contractor, without prior, express permission from DNA.

NON-DISCRIMINATION

Both DNA and Contractor agree that they will abide by all federal, state, and applicable laws regarding the prohibition of discrimination in the provision of services on the basis of race, sex, religion, creed, disability, ancestry, national origin, sexual preference or age.

NO WAIVER

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition relating to any subsequent breach.

SURVIVAL OF OBLIGATIONS

Contractor's obligations under this Agreement which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation or expiration of the Agreement

NO GENERAL INVALIDITY

If any of the provisions of this Agreement are judicially declared invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, and this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

DISASTERS AND RELATED EVENTS

Neither DNA nor Contractor shall be liable for failure to perform hereunder due to contingencies beyond either of their reasonable control including, but not limited to, strikes, riots, war, fire, acts of God or natural disasters, accidents, mechanical failures not caused by the fault or neglect of DNA or Contractor, compliance with any law, regulation, or order of the United States of America or any state, governmental body, or any instrumentality thereof, whether now existing or hereafter created.

ASSIGNMENT/SUCCESSORS AND ASSIGNS

A. Contractor shall not assign or delegate its rights, duties and obligations under this Agreement, either in whole or in part, or any monies due or to become due hereunder without the prior written consent of DNA, which shall not be unreasonably withheld. Any such assignment without the prior written consent of DNA shall be absolutely invalid. DNA may in its discretion, assign this Agreement in whole or in part to its subsidiaries, or affiliated corporations

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 127 of 154

- This Agreement shall be binding upon any and all successors and assigns of Contractor. In the event of a potential asset, stock or other saie of Contractor, Contractor and/or any or all of its agents and representatives (including, but not limited to brokers) shall any or all of its agents and representatives (uncluding, out not limited to proxets) shall have an affirmative duty to notify the potential buyer through the due diligence process or otherwise of the binding nature of this Agreement and that it is binding on all successors and assigns of Contractor. Contractor shall also notify DNA of the pendency of any transaction contemplated herein and shall provide DNA with reasonable notice thereof so that DNA may assert all rights it has under this Agreement. including, but not limited to, those referenced in Sections 29.A., 11 and 17 hereof.
- C. To the extent Contractor breaches any part of this Section 29, the Indemnification provisions of Section 11 hereof shall be fully enforced by DNA against Contractor. It expressly is understood that liability to DNA shall not be limited to booked but

CHANGES TO AGREEMENT

Any changes to this Agreement shall be effective only if mutually agreed upon in writing by duly authorized representatives of the parties. This Agreement shall not be modified or supplemented, or any rights, duties or obligations of a party in it waived, except by such a writing.

FINAL AGREEMENT: SURVIVABILITY OF TERMS

This Agreement represents the entire agreement between the parties. It supersedes and voids all contract terms contained in any earlier agreements between the parties. There are no other oral or written agreements between the parties supplemental or contrary to this Agreement. If any provision hereof shall be held unenforceable, the remaining provisions shall be given full force and effect.

TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall be from March 2019 to March 2020, and will utomatically renew on an annual basis if not revised by agreement of each party or terminated. Either party may terminate this Agreement for any lawful reason by sending the other written notice of termination at least thirty (30) days before the date of termination. Such termination shall not be a waiver of any right to pursue damages for a pre-existing breach. The parties herein shall deal with each other in good faith during the thirty (30) day period after which any notice of intent to terminate without cause has been given.

Dedicated Nursing Associates, Inc Contract Forms	DALL
DNA Contract Compliance	DNA Orderstyl Nursing Associates for
THE THE PROPERTY OF THE PARTY O	Document Number
Document Title:	Effective Date: 01/13/2016
Joint Commission Compliance Form	Revision Date:
	Approved By: D.R./C.W.
	Page Number: Page 9 of 9

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| Par / more printersoning that any / Several Public / Constitute / Chica of Statistic Manufaction

Any notice given pursuant to this Agreement shall be given by personal delivery, prepaid telegram, telecopy, overnight delivery service postage prepaid, registered or certified mail, with return receipt requested, directed to the parties at the following addresses:

Dedicated Nursing Associates, Inc.

6536 William Penn Highway Rt 22 Suite 202

Delmont, Pennsylvania 15626

3801 Woodridge Boulevard Fairfield, Ohio 45014

CHOICE OF LAWNENUE
This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any conflicts of law principles thereof. In addition, any claims brought hereunder shall first attempted to be mediated informally by the parties. In the event mediation is unsuccessful, then any litigation brought hereunder must be brought in the Court of Common Pleas of Westmoreland Country, Pennsylvania, or the U.S. District Court for the Western District of Pennsylvania, to the extent federal law or federal diversity jurisdiction would apply.

35. EXECUTION

This Agreement is executed by duly authorized officers, employees or agents of the parties on the dates below, and with the intent to be legally bound hereby:

		Dedicated Nursing Associates.	Inc.:			
/	Ву:	Lakoda Lisaber	Title	LNHA	Dated: 3	11569
314	By: [Auth	mand Rapresentatives	_Title:	Account Rep	Dated:	3/18/19
1		Contractor:				
•	Entity					
	By:	orized Representative]	Title		Dated:	
	((Classical Control				

[Electronic signature/verification has the same legal significance as writing]

Exhibit A

Per-Diem Rates Weekday Weekend a. State Tested Nursing Assistant \$29.50/Hr \$32.50/Hr b. Licensed Practical Nurse \$42.50/Hr \$45.50/Hr c. Registered Nurse \$52.50/Hr \$55.50/Hr Contract Assignment Rates a. State Tested Nursing Assistant \$36.50/Hr \$39.50/Hr b. Licensed Practical Nurse \$49.50/Hr \$52.50/Hr

\$59.50/Hr

\$62.50/Hr

10

Weekend Bill Rates

c. Registered Nurse

Contractor agrees to pay the weekend bill rates for the following days and shifts worked:

Saturday- 7:00 am-3:00 pm 3:00 pm-11:00 pm

11:00 pm-7:00 am 7:00 am-3:00 pm

 Sunday-3:00 pm-11:00 pm

11:00 pm-7:00 am

Holiday Policy

The following days will be hilled at 1 1/2 the hourly rate:

- New Year's Eve 3:00 p.m. through New Year's Day
- Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve 3:00 p.m. through Christmas Day

^{*} Travel/Contract Assignments are typically (13) thirteen weeks in duration, however never less than (4) four weeks and encompass all costs, e.g. lodging and travel. Any new service not listed will be added by an addendum attachment.

Specialty is considered any unit outside of Long Term Care. Med/Surg. Telemetry. All Registered Nurses that have management functions (floor manager, unit manager, etc) during their assignment will also be considered specialty.

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Training/Orientation

Contractor agrees to pay for all orientation/training hours.

Lunch Break

Signed time cards that authorize a paid lunch break will be billed to the Contractor.

Overtime Policy

Any hours exceeding 40 hours in single payroll week (Sunday through Saturday) will be billed at time and a half ($1 \frac{1}{2}$).

Cancellation Policy for Per Diem Personnel

 Per Diem: Any shift that is cancelled with less than two (2) hours notice will result in a four (4) hour billing charge.

Cancellation Policy for Travel/Contract Assignment:

Travel/Contract Assignments are guaranteed. If cancelled (for any reason), weeks
agreed upon will be billed in full. If an employee works part of the assignment, that
time and the unworked portion will also be billed. The billed time is not to exceed
agreement unless an extension is required and documented. Minimum contract
assignments are four (4) weeks.

Interest: Any invoice beyond 30 days past due will be charged interest at a rate of 1.5%.

Ħ

Billing Information

Billing/Invoice		
Contact Name: Cov/S	analya Cyums	Title: Apr
Phone Number:	- 40	E-mail Address: Clyons Whillstone he. com
	Site at	
Corporate Group Affilia	ition:	
Company Billing Name	: Hillstone	healtheare
Billing Address: 54	& ENKrpusa	Drive Levis Center, OH 43035
Invoicing Preference:		
Payment Preference: Card	() ACH	(½) Check () Credit
OT Rate:		Holiday Rate:
MSP/VMS fee (if applic	able):	
Administrative fees (If	applicable) & Spe	cial billing requirements:

CONTACT CHECKLIST

Point of Contact	
Administrator:	DON:
Name: La Ronda Usember	Name: Heidi Gaston
E-mail: Misemberg boulder healthcare, com	E-mail: Hgastun@bonldehealthore.com
Phone: (513) 673-3086	Phone:(513)
Scheduler/Staffing Coordinator:	Corporate Point of Contact:
Name:	Name: Mathew Dapore
E-mail:	Email: Mda pre@hilstonehc.com
Phone:	Phone: 937/(6/4) 401-7294

Type of Facility: \A\a\a\x	ide Health	heare	
Size/Number of Beds:	12 SNF	AL 124	
Main Need (Discipline):	SNF		
Currently Using Agency?	No		

2 What (ex: education requirements, clinical requirements, specific years of experience, male or female, height requirements etc.)?

UCENSUAL LEN , ON STOCK TOSKER DUSING ASSISTED -

3 When (ex: length of assignment, specific schedule/days, start date etc.)?

4 Where (ex: If multiple locations/wings, where is the help needed)?

Possibly AL LPN at two.s.
STNA throughout SNF NOT AL

EXHIBIT 26

13

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Woodnege Heathcare 3901 Weschage Boulsverd Fairheld - OH 4534; INVOICE Date 06/07/2019 Page 1

| Date | But | Date | D

Please Send Tayments to: bedomed for bedomed for 1536 Willen here they it 22 Suiz 20 Demonst #8 1550 to the Dhingue of Senny Too! The Mark Makening In the Dhingue of Senny Too! The Mark Makening In the Fore term of the contract will be charged interest at a rate of 1.5%.



Dedicated Nursing Associates, Inc 5836 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15626 (858) 349-6013

condoe Healthcare	
71 Woodridge Boutevare	INVOICE
field., 0H 45041	Invoice No. 160037
	Date 96/14/2019
	Page 1

		,			Tarme 30	PO Num	her
Date	Shift Worked	Temp	Dept.	Desc.	Rate	units	Amount Due
06/03/19 Mon	07:00P - 07:15A	Baker, Tatyana (STNA)	LTC	S5 Regular	29.50	12.25	361.38
06/03/19 Man	07:00A - 07:00P	Besingi, Emilia (STNA)	LTC	S4 Regular	29.50	12.00	354.D0
05/02/19 Sun	03:DDP - 11:00P	Brown, Sherrina (LPN)	LTC Assisted Living	S2 Regular Weekend	45.50	7.50	341.25
06/07/19 Fm	03:00P - 11:00P	Brown, Sherrina (LPN)	LTC - Assisted Living		42.50	7.50	318 75
05/03/19 Mon	07:00P = 07:00A	Coleman, Jazmyn (STNA)	LTC.	SS Regular	29.50	12.00	354.00
06/08/19 Sat	07:00P - 07:00A	Coleman, Jazmyn (STNA)	LTC	SS Regular Weekend	32.50	12.00	390.00
06/05/19 Wed	07 50P - 07:00A	Francis, Sandra (STNA)	LTC	S5 Regular	29.50	12.00	354.00
06/07/19 Fri	07:00P - 07:00A	Francis, Sandra (STNA)	LTC	S5 Regular	29.50	12.00	354.00
06/05/19 Wed	06 45A - 03 30P	Irwin, Teresa (LPN)	LTC Assisted Living		42.50	8.75	371.88
06/07/19 Fri	02 45P - 11:00P	Irwin, Teresa (LPN)	LTC - Assisted Living		42.50	8.25	350.63
06/08/19 Sat	02:45P - 11:15P	Inwin, Teresa (LPN)		52 Regular Weekend	45.50	8.50	386.75
05/06/19 Thu	07:00P - 07:15A	Kelly, Aryonna (STNA)	LTC	SS Regular	29.50	11.75	345.63
06/07/19 Fri	07:00P - 07:30A	Kelly, Aryonna (STNA)	LTC	S5 Regular	29.50	12 00	354.00
06/06/19 Thu	07:00A - D7:00P	Masters, Rondia (STNA)	LTC	54 Regular	29.50	11 50	339.25
06/04/19 Tue	07 00A - 07:00P	Ponder, Ebony (STNA)	LTC	S4 Regular	29.50	11.50	339.25
06/05/19 Wed	07 00A - 07:00P	Ponder, Ebony (STNA)	LTC	S4 Regular	29.50	11.50	339.25
06/02/19 Sun	07 00A - 07:00P	Rowe, Alexis (STNA)	LTC	S4 Regular Weekend	32.50	11.50	373.75
		Rowe, Alexis (STNA)	LTC	S4 Regular	29.50	11.50	339.25
06/05/19 Wed	07:00A - 07:00P	Rowe, Alexis (STNA)	LTC	S4 Regular	29.50	12.00	354.00
06/08/19 Sat	07:00A - 03:15P	Rowe, Alexis (STNA)	LTC	S1 Regular Weekend	32.50	5.00	162.50
*******				S1 Overtime Weekend	48.75	3.25	158.44
05/05/19 Wed	07:00A - 07:30P	Upshaw, Tavaira (LPN)	LTC	S4 Regular	42.50	12.50	531.25
05/07/19 Fri	07:00A - 07:00P		LTC	S4 Regular	42.50	12.00	\$10.00
05/08/19 Sat	07:00A - 03:00P	Upshaw, Tavaira (LPN)		S1 Regular Weekend	45.50	8.00	364.00
05/02/19 Sun	07:00P - 07:00A	Walker, Tamara (STNA)	LTC	S5 Regular Weekend	32.50	11.50	373.75
			Woods	ridge Healthcare Sub	total:	258.25	8,821.96

Please Send Payments to: Dedicated Nursing Associates Inc. 5536 William Penn they Rt 22, Suite 201 Deliment, PA 15528

TR 15525 For Allivery its the Arrivery of Serving You! In the are past due por the Jerms of the contract will be charged interest at a rate of 1.5%



	Pate	Shift Worked	Temp	Dept.	Desc.	Rate	Units	Amount Due
0.5	/27/19 M	on 07:00A - 07:GOP	Upshaw, Tavaira (LPN)	LTC	54 Regular Holiday	42.50	12.00	\$10.00
0.6	/28/19 Tu	07:00A - 03:00P	Upshaw, Tavaira (LPN)	LTC - Assisted Living		42.50	8.00	340.00
0.5	/26/19 Si	D 07:00A - 03:00P	Upshaw, Tavaira (LPN) Walker, Tamara (STNA)	LTC - Skilled	S1 Regular Weekend	45.50	8.00	364.00
					S5 Regular Weekend S5 Regular Weekend Holiday	32.50 48.75	6.75	162.50 329.06
0.5	1/01/19 58	t 07:00P - 07:00A	Walker, Tamara (5TNA)		SS Regular Weekend	32.50	11.50	373.75
					Woodridge Healthcare Sub			
					tav	oice Tetal	301.30	\$10,768.33

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-	4	-	. 1			175	has
							20

Dedicated Nursing Associates, Inc

DBO1 Farefy			

INVOICE Terms PO Number

					35		
Date	Shift	Temp	Dopt.	Dasc.	Rate	Units	Amount Die
06/09/19 Sun	07:00A - 07 COP	Baker, Tatyana (STNA)	LTC	S4 Regular Weekend	32.50	12.00	390.00
		Besingi, Emilia (STNA)	LTC	S4 Regular	29.50	11.50	339.25
06/07/19 Fri	07:00A - 07 DOP	Besingi, Emilia (STNA)	LTC	54 Regular	29.50	11.50	
06/09/19 Sun	07:00A - 07:30P	Brown, Sherrina (LPN)	LTC - Skilled	S4 Regular Weekend		12.00	
06/13/19 Thu	07:00P - 07:00A	Caldwell, Bernadette (STNA)	LTC	SS Regular	29.50	11 50	
05/04/19 Tue	07:00P - 12:00A	Coleman, Jazmyn (STNA)	LTC	SS Regular	29.50	5.00	147.50
06/09/19 Sun	07:00P - 07:00A	Coleman, Jazmyn (STNA)	LTC	55 Regular Weekend		12.00	390.00
		Coleman, Jazmyn (STNA)	LTC	SS Regular	29.50	12.00	354.00
06/14/19 Fr		Coleman, Jazmyn (STNA)	LTC	SS Regular	29.50	12.00	354.00
06/13/19 Thu	02:45P - 11:00P	Irwin, Teresa (LPN)	LTC - Assisted Living		42.50	8.25	350.63
06/04/19 Tue	07100P - 12:15A	Kelly, Aryonna (STNA)	LTC	S5 Regular	29.50	4.50	132.75
06/10/10 Head	021000 07 444			SS Regular	29.50	0.75	22.13
06/10/19 MON	07:00P - 07:15A	Kelly, Aryonna (STNA)	LTC	S5 Regular	29.50	11.75	346.63
		Ponder, Ebony (STNA)	LTC	S4 Regular	29.50	11.50	339.25
		Ponder, Epony (STNA)	LTC	54 Regular	29.50	11-50	339 25
06/10/19 Mon	U7:00A - 07:06P	Rowe, Alexis (STNA)	LTC	S4 Regular	29.50	12.00	354.00
06/10/19 Mon	U7:00A - D7:00P	Upshaw, Tavaira (LPN)	LTC	S4 Regular	42.50	12.00	510.00
75/09/19 Sun	07:00P - 07:00A	Walker, Tamara (STNA)	LTC	S5 Regular Weekend	32.50	11.50	373.75
05/13/19 Thu	07:00P - 07:00A	Walker, Tamara (STNA)	LTC	S5 Regular	29.50	11.50	339.25
05/14/19 Fm	07:00P - 07:00A	Walker, Tamara (STNA)	LTC	55 Regular	29.50	11.50	339.25
US/10/19 Mon	07:00P - 07 COA	Wright, Alisha (STNA)	LTC	SS Regular	29.50	12.00	354.00
			Woodri	dae Healtheare Sub	total.	210.20	7 000 0 4

Please Send Payments to:
Ondones furning Aspocada inc.
613/6 White Pain Hey R 22 is Site 201
Defront, PA 15926
The Control Asposad is the Payment of Sensing Yall
As insulted that the past the gar the favore of Balanciard will be changed interest at a rate of 1.5%
As insulted that are past the gar the favore of Balanciard will be changed interest at a rate of 1.5%

DNA

Dedicated Nursing Associates, Inc 6536 William Peon Hwy Rt 22, Suite 201 0eimont, PA 15626 (855) 349-6010

INVOICE

 Dista
 Shift Morehad
 Temp
 Book
 Desc.
 Rate
 Units
 Amount Due

 07/09/19 Tue
 07:00A - 07:00P
 Lindsay, Angela (STNA)
 LTC
 S.4 Regular
 29.50
 12.00
 354.00

 07/12/19 Fri
 10:30A - 07:00P
 Roper, Tahl (STNA)
 LTC
 S.1 Regular
 29.50
 8.50
 250.75

 Woodridge Healthcare Sub-tail
 20.50
 604.75

P O No

Description

Net 30

Rate

Total

0.015

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22

Woodridge Healthcare 3801 Woodridge Boulevard Fairfield, OH 45041

10.768.33 Interest on the following: 10.768.33 Invoice #159753 8.833.03 Invoice #160037 7.000.14 Invoice #1600297 118 Invoice #161004 10.000 11.000 1

Suite 201

Quantity

Delmont, PA 15626 Bill To

Please Send Payments to:
Delicate Numing Associates Inc.
6558 William Rent Huy Rt 12. Sure 201
Delmoit, PA 15626
Delmoit, PA 15626
Thank You For Allowing its the Principe of Serving You!
All monics that are past due per the terms of the contract will be charged incress at a rate of 1.5%.

Invoice

Amount

16.15 132.50 105.00 1.77 3.54 9.07 6.86

\$774.89

Date	Invoice #
9/1/2019	3116i

DNA

Dedicated Nursing Associates, Inc 5536 William Penn Hwy Rt 22, Suite 201 Delmont, PA 15625 (855) 349-6013

INVOICE Invoice No. 162367 Date 07/25/2019 Page 1

Terms PO Number

 Date
 Shift Workhad
 Temp
 Dept.
 Deac.
 Rate
 Units
 Amount Due

 07/16/19 Tue
 07/00A - 07/00P
 Roper, Tahi (STNA)
 LTC
 S4 Regular
 29.50
 4.00
 338.25

 07/17/19 Wed
 07/00A - 11:00A
 Roper, Tahi (STNA)
 LTC
 S4 Regular
 29.50
 4.00
 185.00

 Woodridge Healthcares Subtotal:
 15.50
 457.25

Please Send Payments to:
Dedicated Nummy associated for
SSSS William Pender hery 8t 22, Suite 201
Demont, Pa 15625
Thank Too For Allowing Us the Privilege of Serving You!
All invoices that are past due per the rems of the contract will be charged interest at a rare of 1.5%

Invoice

Invoice# 10/1/2019 3168i

Woodridge Healthcare 3801 Woodridge Boulevard Fairfield, OH 45041

Dedicated Nursing Associates, Inc.

6536 William Penn Hwy Rt 22

Suite 201

Delmont, PA 15626

		P O No.	Terms	Project
			Net 30	
Quentity	Description		Rate	Amount
8.833.03 7,000.14 118 236 604.75 457.25	Interest on the following: Bavoice #159757 Havoice #169757 Havoice #16077 Havoice #161074 Havoice #161014 Havoice #161014 Havoice #161014 Havoice #161057 Invoice #274.89			0015 16.1 1015 132.5 1015 132.5 1015 105.6 1015 1.5 1015 1.5 1015 2.5 1015 4.1 1015 6.8 1015 4.1
			Total	\$279.0

Dedicated Nursing Associates, Inc. 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

Invoice

Date	Invoice#
10/1/2019	3168i

Bill To	
Woodridge Hualtheare 3801 Woodridge Boulevand Fairfield, Ott 45041	

			P.O. No.	Terms	Project
				Net 30	
antity		Description		Rate	Amount
8.833.03 7,000.14 118 236 604.75 457.25	Interest on the following: Invoice #160077 Invoice #160077 Invoice #160077 Invoice #16004 Invoice #16004 Invoice #16104 Invoice #16105 Invoice #16135 Invoice #16135 Invoice #163267 Invoice #163267 Invoice #163267			6.00 0.1 0.1 0.1 0.1 0.1 0.1	115 132 115 105 115 105 115 3 115 9
				Total	\$279

EXHIBIT 27

Dedicated Nursing Associates, Inc 6536 William Penn Hwy Rt 22 Suite 201 Delmont, PA 15626

To:
Woodridge Healthcare
3001 Woodridge Biolevard
Fairfield, OH 45041

Statement

Date	
10/8/2019	

				Amount Due	Amount Eng
				\$27.890.18	
Date		Transaction		Amount	Balance
06/14/2019 06/21/2019 07/05/2019 07/12/2019 07/19/2019 07/26/2019 09/01/2019	INV#159753. Due 07:07/20 INV#160037. Due 07:14:26 INV#160037. Due 07:14:26 INV#161004. Due 08:04:26 INV#161004. Due 08:04:26 INV#161955. Due 08:14:20 INV#16195. Due 08:14:20 INV#31161. Due 10:01:2019 INV#31161. Due 10:31:2019	 Orig. Amount \$8,833. Orig. Amount \$7,000. Orig. Amount \$118.00 Orig. Amount \$118.00 Orig. Amount \$236.00 Orig. Amount \$604.75 Orig. Amount \$457.25 Orig. Amount \$238.00 	93. 14. 5.	10,087 11 B,833.93 7,000,14 118.00 236.00 604.75 457.25 274.89 279.01	16.087 1 18.720.1 25.920.2 26.038 2 26.274.2 26.879.0 27.336 2 27.611.1 27.890.1
CURRENT	1-30 DAYS PAST DUE	31-80 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due

9/26/2019

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Ownership Information

AKRON HEALTHCARE 1211 W MARKET ST null AKRON, OH 44313 (330) 887-8530

*Ownership has changed within the past 12 months Ownership: For profit - Corporation Legal Business Name: AKRON HEALTHCARE LLC

Owners and Managers of AKRON HEALTHCARE

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (190%), since 12/05/2018

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER FG HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED) is note 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
ROYAL OAK HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BAPORE, MATTHEW (NO PERCENTAGE PROVIDED).

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW since 12/05/2018

OFFICER
BERGSTEN, PAUL, since 12/05/2018
DAPORE, MATTHEW, since 12/05/2018

MANAGING EMPLOYEE PALYAK, LINDSEY, since 12/05/2018

Medicare.gov | Nursing Home Compare

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Ownership Information

BELLEFONTAINE HEALTHCARE 221 NORTH SCHOOL STREET null BELLEFONTAINE, OH 43311 (937) 599-5123

*Ownership has changed within the past 12 months Ownership: Non-profit - Corporation Legal Business Name: BELLEFONTAINE HEALTHCARE LLC

Owners and Managers of BELLEFONTAINF HEALTHCARE

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (100%), since 12/05/2018

5% OR GREATER INDIRECT COMPRESHIP INTEREST
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOS TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
SG BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BERGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
DAPORE, MATTHEW (NO PERCENTAGE PROVIDED), since 12/05/2018

OPERATIONAL MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018 FEIN, ARIEL, since 12/21/2018 GOLDNER, SUSAN, since 12/21/2018

OFFICER
BERGSTEN, PAUL, since 12/05/2018
DAPORE, MATTHEW, since 12/05/2018

MANAGING EMPLOYEE POWELL, KRISTIN, since 12/05/2018

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EUCLID BEACH HEALTHCARE Ownership Information

Medicare.gov | Nursing Home Compare

The Official U.S. Government Site for Medicare

Ownership Information

EUCLID BEACH HEALTHCARE 16101 EUCLID BEACH BLVD null CLEVELAND, OH 44110 (216) 486-2300

*Ownership has changed within the past 12 months Ownership: Non profit - Other Legal Business Name: EUCLID BEACH HEALTHCARE LLC

Owners and Managers of EUCLID BEACH HEALTHCARE

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (100%), since 12/05/2018

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER FG HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
SG BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BERGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
DAPORE, MATTHEW (NO PERCENTAGE PROVIDED). since 12/05/2011

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018

OFFICER
BERGSTEN, PAUL, since 12/05/2018
DAPORE, MATTHEW, since 12/05/2018

MANAGING EMPLOYEE FLUHART, LISA, since 12/05/2018

GREENVILLE HEALTHCARE Ownership Inform

Medicare.gov | Nursing Home Compare

The Official U.S. Government Site for Medicare

Ownership Information

GREENVILLE HEALTHCARE 243 MARION DRIVE null GREENVILLE, OH 45331 (937) 548-3141

*Ownership has changed within the past 12 months Ownership: For profit - Corporation Legal Business Name: GREENVILLE HEALTHCARE LLC

Owners and Managers of GREENVILLE HEALTHCARE

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (100%), since 12/05/2018

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER PG HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BSD TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
ROYAL OAK HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
SG BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BERGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
BAPORE, MATTHEW (NO PERCENTAGE PROVIDED), since 12/05/2018

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018 FEIN, ARIEL, since 12/21/2018 GOLDNER, SUSAN, since 12/21/2018

OFFICER BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW since 12/05/2018

MANAGING EMPLOYEE ADAMS, ANGELA. since 12/05/2018

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Ownership Information

NORTH OLMSTED HEALTHCARE 23225 LORAIN RD null NORTH OLMSTED, OH 44070 (440) 779-6900

*Ownership has changed within the past 12 months Ownership. For profit - Corporation Legal Business Name: NORTH OLMSTED HEALTHCARE LLC

Owners and Managers of NORTH OLMSTED HEALTHCARE

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (100%), since 12/05/2018

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER FG HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOSO TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
SG BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BERGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
DAPORE, MATTHEW (NO PERCENTAGE PROVIDED), since 12/05/2018

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018

OFFICER
BERGSTEN, PAUL, since 12/05/2018
DAPORE, MATTHEW, since 12/05/2018

MANAGING EMPLOYEE DAPORE, MATTHEW, since 12/05/2018 FARRIS, DEBORAH, since 12/05/2018

Medicare.gov | Nursing Home Compare

The Official U.S. Government Sile for Medicare

Ownership Information

MADEIRA HEALTHCARE 5970 KENWOOD ROAD null CINCINNATI, OH 45243 (513) 561-4111

*Ownership has changed within the past 12 months Ownership: For profit - Corporation Legal Business Name: MADEIRA HEALTHCARE LLC

Owners and Managers of MADEIRA HEALTHCARE

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (100%), since 12/05/2018

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER FG HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOST TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
SG BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BERGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
DAPORE, MATTHEW (NO PERCENTAGE PROVIDED), since 12/05/2018

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018

OFFICER BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018

MANAGING EMPLOYEE JOHNSON-CROOM, TRACY, since 12/05/2018

MAYFIELD HEIGHTS HEALTHCARE, Ownership Informa-

Medicare.gov | Nursing Home Compare

The Official U.S. Government Sile for Medicare

Ownership Information

MAYFIELD HEIGHTS HEALTHCARE. 6757 MAYFIELD RD nuli MAYFIELD HEIGHTS, OH 44124 (440) 473-0090

*Ownership has changed within the past 12 months Ownership. Non profit - Corporation Legal Business Name MAYFIELD HEIGHTS HEALTHCARE LLC

Owners and Managers of MAYFIELD HEIGHTS HEALTHCARE.

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (100%), since 12/05/2018

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER FG HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOD TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
SG BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOAPORE, MATTHEW (NO PERCENTAGE PROVIDED), since 12/05/2018

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018

OFFICER
BERGSTEN, PAUL, since 12/05/2018
DAPORE, MATTHEW, since 12/05/2018

MANAGING EMPLOYEE BIVINS, TIARA, since 12/05/2018

WATERVILLE HEALTHCARE Ownership Information

Medicare.gov Nursing Home Compare

The Official U.S. Government Site for Medicare

Ownership Information

WATERVILLE HEALTHCARE 8885 BROWNING DRIVE null WATERVILLE. OH 43566 (419) 878-8523

*Ownership has changed within the past 12 months Ownership: For profit - Corporation Legal Business Name: WATERVILLE HEALTHCARE LLC

Owners and Managers of WATERVILLE HEALTHCARE

5% OR GREATER DIRECT OWNERSHIP INTEREST BOULDER OPERATIONS HOLDINGS LLC (100%), since 12/05/2018

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER FG HOLDINGS LLC (NO PERCENTAGE PROVIDED), sincs 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), sincs 12/05/2018
BSD TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
SG BOULDER HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BRGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
DAPORE, MATTHEW (NO PERCENTAGE PROVIDED), since 12/05/2018

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018 FEIN, ARIEL, since 12/21/2018 GOLDNER, SUSAN, since 12/21/2018

OFFICER BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW, since 12/05/2018

MANAGING EMPLOYEE PERKINS, BENJAMIN, since 12/05/2018

https://www.maclic.ure.gov/ourninghouses-compare involution-info htm/#[[hx3656]7

Medicare.gov | Nursing Home Compare The Official U.S. Government Site for Medicare

Ownership Information

WOODRIDGE HEALTHCARE 3801 WOODRIDGE BOULEVARD null FAIRFIELD, OH 45014 (513) 874-9933

*Ownership has changed within the past 12 months Ownership: For profit: Corporation Legal Business Name: WOODRIDGE HEALTHCARE LLC

Owners and Managers of WOODRIDGE HEALTHCARE

5% OR GREATER INDIRECT OWNERSHIP INTEREST
BOULDER FG HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER HEALTHCARE LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER OPERATIONS HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
BOULDER OPERATIONS HOLDINGS LLC (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
GOLDNER FAMILY TRUST (NO PERCENTAGE PROVIDED), since 12/05/2018
BERGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
BERGSTEN, PAUL (NO PERCENTAGE PROVIDED), since 12/05/2018
DAPORE, MATTHEW (NO PERCENTAGE PROVIDED), since 12/05/2018

OPERATIONAL/MANAGERIAL CONTROL BERGSTEN, PAUL, since 12/05/2018 DAPORE, MATTHEW. since 12/05/2018

OFFICER
BERGSTEN, PAUL, since 12/05/2018
DAPORE, MATTHEW, since 12/05/2018

https://www.medicare.gov/nursinghomecomparison neiship-info.html#H>. 365738

MANAGING EMPLOYEE BOWMAN, TARA, since 12/05/2018

EXHIBIT 29

John R. Ashcroft MISSOURI ONLINE BUSINESS FILING Missouri Secretary of State

Search for a Business Entity



Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 135 of 154



X001364161 Date Filed: 7/12/2019 Expiration Date: 7/12/2024 John R. Ashoroft Missouri Secretary of State

Registration of Fictitious Name

Submit with filing for of \$7.00]

(Submit with filing for of \$7.00)

This information is for the use of the public and gives no protection to the traine being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the fifting date. (Chapter 417, RSMo)

Please check one box:

Registration Renewal Amendment Charter number Correction The undersigned is doing business under the following name and at the following address: Business name to be registered: Reach LTC Business Address: 22 Hernck Dr
(PO Box may only be used in addition to a physical street address) City, State and Zip Code: Lawrence, NY 11559 Owner Information: If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are: Charter # Required If Business Entity Name of Owners, Individual or Business Entity SRZ MGMT HOLDINGS LLC of Ownership Must Zip Code Equal 100% Street and Number City and State FL001423630 221 Bolivar Street Jefferson City, MO 65101 100:00 All owners must affirm by signing below In Affirmation thereof, the facts stated above are true and correct.

(The undersigned understands that false statements usede in this filling are subject to the penalties of a false declaration under Section 575.060 RSMo) SRZ MGMT HOLDINGS LLC - SAMUEL GOLDNER SRZ MGMT HOLDINGS LLC - Samuel Goldner 07/12/2019

Name and	address to return filed document:	
Name:	Susan R. Winkelman	
Address:	Email: Susan Winkelman@huschblackwell.com	
City, State	, and Zip Code:	

Corp. 56 (09/2010)



X001366607 Date Filed: 8/7/2019
Expiration Date: 8/7/2024
John R. Ashcroft
Missouri Secretary of State

Registration of Fictitious Name

This information is for the use of the public and gives no protection to the name heating registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date (Chapter 417, RSMo)

Please check one box:

23	New Registration		Renewal	Charter number	_ 🗆	Amendment	Charter number	D	Correction	Charter number
				ler the following	name 1	and at the folio	wing address:			
Busin	ess name to be re	gister	ed: Reacl	LTC						
Busine	ess Address: 4			be used in addition i	to a phy	sical street addre	·ss)			
City, S	itate and Zip Cou	le: _5	St Louis, M	D 63108	_					
Owne	r Information:									
FC - 3			an deadless.				-01			

Nam Nan Addr City

If a business entity is an owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed. Please attach a separate page for more than three owners. The parties having an interest in the business, and the percentage they own are:

Charter # Required If Business Entity Name of Owners, Individual or Business Entity SIRO MGMT Royal Oak LLC if Listed, Percentage of Ownership Must Equal 100% Street and Number City and State Zip Code FL001427111 221 Bolivar Street Jefferson City, MO 65101 100.00

All owners must affirm by signing below

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject

yest to the penalties of a false declaration under Section 575,060 RSMo).

SIRO MGMT ROYAL OAK LLC - SAMUEL SIRO MGMT Royal Oak LLC - Samuel Goldner GOLDNER 08/07/2019



State of Missouri John R. Ashcroft, Secretary of State Corporations Division PO Box 778 / 600 W. Main St., Rm. 322 Jefferson City, MO 65102

X001366608 Date Filed: 8/7/2019 Expiration Date: 8/7/2024 John R. Ashoroft Missouri Secretary of State

Registration of Fictitious Name

Chart with Allog for of \$1.00.

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filling date (Chapter 417, RSMo)

Please check one box:

M	Registration	□ R	enewal	harter number		Amendment	Charter number		Correction	Charter numb
The un	dersigned is do	ino hosir	ness under t	the following n	ame an	ed at the follo	wing address:			
	ss name to be re	-	Reach LT	-		io at the total	wang mourease			
Busines	ss Address: 64	00 The (Cedars Ct							
		PO Box r	may only be u	sed in addition to	a physi	ical street addr	rs3)			
City, St	tate and Zip Cod	e: Ced	ar Hill. MO	63016						
Owner	Information:									
of owne		e listed.	Please attach				f all parties are join e owners. The parti			
Name	of Owners, idual or Busine	Ch Re a Bu	arter# quired If siness tity	Street and I	V b		ity and State	Zip Code	of Or	sted, Percenta waership Musi J 100%
CTDO			4447	STIEGE AND I	vuinoei		ny and State			
LLC All own	MGMT Big Riv	FLO n by sign the facts	001427116 sing below stated above	221 Bolivar	Street	Je	efferson City, MO	65101	100.0	0
All own	MGMT Big Riv	FLO n by sign the facts that false	out427116 sing below stated above statements made	221 Bolivar are true and co	Street orrect: subject to	the penalties of	•	Section 575 (11
All owe In Affir (The unde	MGMT Big Riv ners must affire mation thereof, winged understands	n by sign the facts that false	001427116 sing below stated above statements made	221 Bolivar are true and co	Street orrect: subject to	the penalties of MGMT BIG F NER	efferson City, MO	Section 575 (960 RSMo)	
All owe In Affir (The unda SIRO N	MGMT Big Riv acrs must affire mation thereof, ersigned understands AGMT Big Rive Suprature or Arthur	er FLO Signal the facts that false :	001427116 sing below stated above statements made samuel Gold save of Business	221 Bolivar are true and co on this filing are of the Entry	Street orrect: subject to SIRO N	the penalties of MGMT BIG F NER	efferson City, MO	Section 575 (960 RSMo) 98/07/20	
All owa In Affir (The unde SIRO N Owner's)	MGMT Big Riv acrs must affire mation thereof, or signed understands AGMT Big Rive Soprature or Arthor me and address to	n by sign the facts that false : r LLC - S zed Signati	001427116 sing below stated above stated above statements insult Samuel Gold save of Business	221 Bolivar are true and co on this filing are of the Entry	Street orrect: subject to SIRO N	the penalties of MGMT BIG F NER	efferson City, MO	Section 575 (960 RSMo) 98/07/20	
All owa In Affir (The unde SIRO N Owner's)	MGMT Big Riv matrix must affirm mation thereof, resigned understand AGMT Big Rive me and address t me: Susan R	by sign the facts that false : T.L.C - S zed Signatu	and below stated above statements made statements and statements statements statements and statements statements statements and statements statem	221 Bolivar are true and co on this filing are of the Entry	Street Official official	the penalties of MGMT BIG F NER	efferson City, MO	Section 575 (960 RSMo) 98/07/20	



State of Missouri

John R. Ashcroft, Secretary of State Corporations Division PO Box 778 / 600 W. Main St., Rm. 322 Jufferson City, MO 65102

X001366606 Date Filed: 8/7/2019
Expiration Date: 8/7/2024
John R. Ashcroft
Missouri Secretary of State

Registration of Fictitious Name

Subert with filing for of \$10.05.

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

Please check one box:

26	New Registration		Renewal	Charter number		Amendment	Charter number	D	Correction	Charter number	
he une	dersigned is do	ning b	usiness und	ler the following na	ume s	and at the follo	wing address:				
usines	s name to be re	gister	ed: Reacl	LTC							
usines	s Address: 5	303 B	ermuda Dr								
		(PO E	ca may only	be used in addition to	a phy	sical street addre	13)				
ity, St	ate and Zip Cod	de: _?	vormandy,	MO 63121							
wner	Information:										
a busi	ness entity is a	n own	er, indicate	business name and o	berce:	ntage owned. If	all parties are jointly a	nd sev	erally liable	nercentuse	
owne		be fist	cd. Please a	tiach a separate page			owners. The parties ha				

0

Name of Owners, Individual or Business Entity SIRO MGMT Oakwood	Required If Business Entity	Street and Number	City and State	Zip Code	If Listed, Percentage of Ownership Must Equal 100%	
LLC	FL001427114	221 Bolivar Street	Jefferson City, MO	65101	100,00	

Att	owners	mun	attire	n by	sign	ing t	rolsk
In A	Affirmat	tion th	creof.	the f	acts s	stated	d abo

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned under lands that false statements usade in this filing are subject to the penalties of a false declaration under Section 575 B60 RSMs

	SIRO MGMT OAKWOOD LLC - SAMUEL		
SIRO MGMT Oakwood LLC - Samuel Goldner	GOLDNER	08/07/2019	
Charles Committee Committe	0		_

and address to return filed document:	Name and address to return filed document.
c. Susan R. Winkelman	Name: Susan R. Winkelman
ess. Email Susan, Winkelman @huschblackwell.com	Address: Email: Susan Winkelman & huschblackwell com
State, and Zip Code:	City. State, and Zip Code:



X001366605 Date Filed: 8/7/2019 Expiration Date: 8/7/2024 John R. Ashoroft Missouri Secretary of State

This information is for the use of the public and gives no protection to the name heing free protection.

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

Please check one box:

New Registration			_			
Registration	1 100 110 11 101	arter number		Charter number		orrection
						Charter numbe
be undersigned is doing			g name and at th	e following address:		
usiness name to be regist	ered: Reach LT	C				
usiness Address: 5026						
	Box may only be us		n to a physical stre	et address)		
ity State and Zip Code:	St Joseph , MO o	54506				
wner Information:						
a business entity is an ow	ner, indicate busin	iess name a	nd percentage ow	med. If all narries are in	sintly and sever	ally liable percentage
ownership need not be li	sted. Please attach	a separate	page for more tha	in three owners. The pa	rties having an i	interest in the
isiness, and the percentag	e they own are:			•		
Name of Owners.	Charter#					
adividual or Business	Required If Business					If Listed, Percentage
Entity	Entity	Street an	d Number	City and State	Zip Code	of Ownership Must Equal 100%
Reach AW Management					•	
LC	LC001649486	120 South	Central Ave.	Clayton, MO	63 105	100.00
he undersigned understands that						rushing.
each AW Management LI	C - Samuel Gold	ner	GOLDNER	MANAGEMENT LLC		8/07/2019
oner's Signature or Authorized 5	ignature of Business E	ntify	Printed Name			late
						nate
Name and address to ren	and the second second					
Name Susan R. Wi						
Address Email Susar	Winkelman chu	schbłackwe	II com			
City, State, and Zip Code						

DOC ID ---> 202131201968

Receipt
This is not a bill Please do not remit payment.

UNISEARCH INC. 3958-D BROWN PARK DR HILLIARD, OH 43026

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose 4770749

RIGHLAND SQUARE REHABILITATION AND NURSING CENTER

and, that said business records show the filting and recording of:

Document(s)

TRADE NAME REGISTRATION

Effective Date: 11/95/1011

202131201968

Date of First Use:

11/05/2026

BUCKEYE FOREST AT AKRON LLC 1808 ROCKAWAY AVE, STE, 700 HEWLETT, NY 11957



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 8th day of November, A.D. 2021.

FILLE Ohio Secretary of State

DOC ID ---> 202131201968

rank LaRose	Foll Free 877.797 3453 Central Onio 814 488.3910 OhioSioSi gov Businessalt-OhioSioSiasy		Medi 4dds Ferres to nos at this belignoising Religidar Pilling from responsibly P.O. Birs 4000. 2014 Collection, CH 42016 Collection, CH 42016 Religiolated are produced by the Religional are produced by the P.O. dos 1200.
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CHECK ONLY ONE (1) Box			
Trade Name Date of fire (167-RNO)	t use: 11/04/2021	(169-NFO)	Tie
Highland Square Rehabitistion a	nd Nursing Center		
Name being Registered or Repor	ted		
Buckeye Forest at Akron LLC			
Name of the Registrent			
Note: If the registrent is a partner not permitted but are required o	ership, please provide the ne n page 2 of the form.	me of the partnership.	Individual partner names are
Registrant's Entity Number (# regi	elered with Ohio Secretary of S	late) 4763926	- E B -
Il registrants wust complete the	information in this section		100
he general nature of business conc	fucied by the registrant:		- 10
			3 3
Ownership and operation of an As	ssisted Living, Nursing Care, ar	nd/or Independent Living	g facility in the State of Onio
			C - 14
usinesa addresa:			
1600 Rocksway Avenue, Suite 20			
Maling Address			
6.72		-	
Hewlett		MY	11557
City			ZIP Code
City		State	21F (-000)

EXHIBIT 31

DOC ID ---> 202131201968

	registered, provide registration numb	white NOT registered in Ohio pursuant to er on page one.
Provide the name and addre	es of <u>at ionat one</u> general pertner.	
Name	Address	4
	2 3	
	M1, if a general perfect is a loreign cospo general partner is a foreign corporational se this assumed name and the name as in	oration/Invited Japolity company, it must be incareed to limited liability company incersed in Ohio under an implicated in its jurisdiction of formation
By signing and submitting the sequisite authority to execute Required Application must be	the document	undersigned hereby cartifies that he or she has the
igned by the registrant or in Buthorized representative.	Signature/	
authorized representative s an individual, then they	By (if applicable)	J
nust sign in the "signature" iox and print their name	Diana Johnson, Authorized Person	
the "Print Name" box.	Print Name	
f authorized representative is lox, an authorized represent lox.	a business entity, not an individual, then tive of the business entity must sign in the	please print the business name in the "eigneture" e "By" box and print their name in the "Print Name"

Highland Square Nursing and Rehabilitation

Ownership

Legal business name Buckeye Forest at Akron LLC

Ownership type
For profit - Corporation

Contact info 1211 W Market St Akron, OH 44313 (330) 867-8530

EXHIBIT 32

Owners and managers of Highland Square Nursing and Rehabilitation

OWNER 5% or greater direct ownership interest

KATZ, LARRY (100%) since 12/31/2021

DIRECTOR

KATZ, LARRY

https://www.medicare.gov/care-compare/details/nursing-hone/365316°city=Akron5state-CN6s/broade-44/3155/messure-anusaling-home ownership
Page 1 of 2

9/12/22, 10:26 AM

since 12/31/2021

KATZ, LARRY

OFFICER

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

MANAGING EMPLOYEE

MARTIN, AMY since 12/31/2021

X

10/5/22, 1:28 PM

Ayden Healthcare of Belle Springs.

Ownership

Legal business name Buckeye Forest at Bellefontaine LLC

Ownership type For profit - Corporation

Contact info 221 North School Street Bellefontaine, OH 43311 (937) 599-5123

Owners and	managers	of	Ayden	Healthcare	of	Belle	Springs.
------------	----------	----	-------	------------	----	-------	----------

https://www.madicare.gov/care-compare/detaits/nursing-inome/365615...llefontaine&state;;OH&zipcode: 4331f&measure=nursing-home-ownership Page 1 of 2

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

LAHASKY, EPHRAM (100%)

since 12/31/2021

DIRECTOR

MORHAIME, ANN

OFFICER

MORHAIME, ANN

since 12/31/2021

since 12/31/2021

MANAGING EMPLOYEE

MORRIS, LORI since 12/31/2021

> Frank LaRose This Socretary of State

Wed Oct 05 2022

Entity#:

Filing Type:

REGISTERED TRADE NAME

https://www.medicare.gov/care-compare/cetails/nursing-home/366615...lefontaine&state=OH&zipcode=4331t&meesure=nursing-home-ownership

Original Filing Date:

11/05/2021

Location:

Business Name:

GARDENS OF EUCLID BEACH

Active

Exp. Date:

11/05/2026

Agent/Registrant Information

BUCKEYE FOREST AT CLEVELAND LLC 1800 ROCKAWAY AVE., STE. 200 HEWLETT NY 11557 Active

Filings

Filing Type	Date of Filing	Document ID
TRADE NAME/ORIGINAL FILING	11/05/2021	202131201972

USHLD STATES OF AMERICA STATE OF ORRO OTHER OF SECRETARY OF STATE I. Frank Lathese. Secretary of State of the State of the only have been certify that this eye has of all recently approved on this binanesy emits and in the invitedy of the Secretary of State.



han this 5th of Cheese of State

Other Secretary of State Fred John

X

Gardens of Euclid Beach

Ownership

Legal business name Buckeye Forest at Cleveland

Ownership type
For profit - Corporation

Contact info 16101 Euclid Beach Blvd Cleveland, OH 44110 (216) 486-2300

EXHIBIT 35

Owners and managers of Gardens of Euclid Beach

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

FEUER, SAMUEL (100%)

since 12/31/2021

DIRECTOR

KATZ, LARRY

https://www.medicara-gov/corp-company/details/numbing-home/38559....Creveland5st-ste-U-18/subcode_481ULtreasHe-musting-home-demenship Page 1 of 2

10/5/22, 1 31 PF

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

OFFICER

KATZ, LARRY

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

MANAGING EMPLOYEE

BIGGS, KARIN since 12/31/2021

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 141 of 154

10/5/22, 1:32 PM since 12/31/2021 X Ayden Healthcare of Greenville Ownership OFFICER MORHAIME, ANN Legal business name since 12/31/2021 Buckeye Forest at Greenville LLC Ownership type MANAGING EMPLOYEE For profit - Partnership MANUEL, JAMES Contact info since 12/31/2021 243 Marion Drive Greenville, OH 45331 (937) 548-3141

Owners and managers of Ayden Healthcare of Greenville

View detailed ownership information on all nursing homes

OWNER 5% or greater direct ownership interest

LAHASKY, EPHRAM (100%)

since 12/31/2021

DIRECTOR

MORHAIME, ANN

ips (frame of divers gov/s we have got to calculate in the calculation of the convict and calculation of the calculation of the

ragero

10/5/22, 1:34 PM

X

Ayden Healthcare of Madeira

Ownership

Legal business name Buckeye Forest at Madeira LLC

Ownership type
For profit - Corporation

Contact info 5970 Kenwood Road Cincinnati, OH 45243 (513) 561-4111

EXHIBIT 37

medicare gov/care-compare/details/nursing home-ownership

Owners and managers of Ayden Healthcare of Madeira

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

KAZARNOVSKY, SOLOMON (50%)

since 12/31/2021

STEIN, ABBA (50%)

since 12/31/2021

OPERATIONAL/MANAGERIAL CONTROL

Htps://www.medicara.gov/cara-compare/details/nursing-home/36518...ty=Madeira&state=OH&.upcode=46243&measure=nursing-home-ownership

Page 1 of 3

KAZARNOVSKY, SOLOMON

since 12/31/2021

STEIN, ABBA

since 12/31/2021

OFFICER

KAZARNOVSKY, SOLOMON

since 12/31/2021

EXHIBIT 38

https://www.medicare.gov/care-transparenterfast/mursing-floore/36518_iry=Madeira&state_OHitzipcode_45243&measurezoursing-home ownership Page 2 of 2

Wed Oct 05 2022

4763936

Filing Type:

FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date:

10/22/2021

Business Name:

BUCKEYE FOREST AT MAYFIELD HEIGHTS LLC

Status:

Active

Exp. Date:

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801354
TRADE NAME/ORIGINAL FILING	11/05/2021	202131201974
FOREIGN AGENT RESIGNATION	09/01/2022	202224403546

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Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 143 of 154

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Cardens of Mayfield Village

Ownership

Legal business name

Buckeye Forest at Mayfield Heights LLC

Ownership type

For profit - Corporation

Contact info

6757 Mayfield Rd

Mayfield Heights, OH 44124

(440) 473-0090

Owners and managers of Cardens of Mayfield Village

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

WEISZ, MORDECHAI (100%)

since 12/31/2021

DIRECTOR

KATZ, LARRY

LAHASKY, EPHRAM

since 12/31/2021

since 12/31/2021

OFFICER

KATZ, LARRY

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

MANAGING EMPLOYEE

DEUTSCH, PAUL

since 12/31/2021

Wed Oct 05 2022

Entity#:

4770753

Filing Type:

REGISTERED TRADE NAME

https://www.medicare.gov/care-compare/details/nursing-home/36535_22HeighteSciete-6H8.tipcode-64124&measure-minsing-home-ownership

Original Filing Date:

11/05/2021

Location:

Business Name:

GABDENS OF NORTH OLMSTED

Status:

Active

Exp. Date:

11/05/2026

Agent/Registrant Information

BUCKEYE FOREST AT NORTH OLMSTED LLC 1800 ROCKAWAY AVE., STE. 200 HEWLETT NY 11557 11/05/2021

Filings

TRADE NAME/ORIGINAL FILING 11/05/2021 202131201976

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF SECRETARY OF STATE



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Gardens of North Olmsted

Ownership

Legal business name

Buckeye Forest at North Olmstead LLC

Ownership type

For profit - Corporation

Contact info

23225 Lorain Rd North Olmsted, OH 44070

(440) 779-6900

EXHIBIT 41

Owners and managers of Gardens of North Olmsted

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

LESHKOWITZ, ELI (100%)

since 12/31/2021

DIRECTOR

KATZ, LARRY

https://www.medicare.gov/care.compare/details/nursing-home/36531_200/insted6ctore_0462/pcds=440706messure.mersing-home-ownership

Page 1 of

10/5/22, 2:31 PM

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

OFFICER

KATZ, LARRY

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

MANAGING EMPLOYEE

SOLTIS, ERIN

since 12/31/2021

X

9/12/22, 10:11 AM

Ayden Healthcare of Waterville

Ownership

Legal business name Buckeye Forest at Waterville

Ownership type For profit - Corporation

Contact info 8885 Browning Drive Waterville, OH 43566 (419) 878-8523

Owners and managers of Ayden Healthcare of Waterville

https://www.medicare.gov/care/compare/dotaris/nameling-tome/0803017...Waterville&state=OH&appoods=605666.measurs=nutsing-home_ownership

OWNER 5% or greater direct ownership interest

LAHASKY, EPHRAM (100%)

since 12/31/2021

OFFICER

MORHAIME, ANN

since 12/31/2021

MANAGING EMPLOYEE

SOLLER, BRIAN

since 12/31/2021

Frank LaRose Ohio Secretary of State

Wed Oct 05 2022

Entity#:

4550830

Filing Type:

REGISTERED TRADE NAME

Original Filing Date:

09/30/2020

Location:

Business Name:

AYDEN HEALTHCARE OF FAIRFIELD

https://www.medicase.gov/care-campais/detait/hursing-home/365617. Watervilles state-CM6-(prode-435666meators-nursing-home-owderships-od-45666meators-nursing-home-owde

Status:

Active

Exp. Date:

09/30/2025

Agent/Registrant Information

WOODRIDGE HEALTHCARE LLC 3801 WOODRIDGE BOULEVARD FAIRFIELD OH 45014 09/30/2020

Filings

Filing Type TRADE NAME/ORIGINAL FILING 202027403804

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Olio Secretary of State Fred Lan



Wed Oct 05 2022

Entity#:

4851439

Filing Type:

REGISTERED TRADE NAME

Original Filing Date:

04/12/2022

Location: Business Name:

AYDEN HEALTHCARE OF FAIRFIELD

Status:

Active

Exp. Date:

04/12/2027

Agent/Registrant Information

BUCKEYE FOREST AT FAIRFIELD LLC 3801 WOODRIDGE BOULEVARD FAIRFIELD OH 45014 04/12/2022 Active

EXHIBIT 44

Filings

Filing Type	Date of Filing	Document ID
TRADE NAME/ORIGINAL FILING	04/12/2022	202210200744

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Page 1 of 1

9/15/22, 1 16 PM

0/15/22 1/16 /

Ayden Healthcare of Fairfield

Ownership

Legal business name Buckeye Forest at Fairfield LLC

Ownership type

For profit - Corporation

Contact info 3801 Woodridge Boulevard Fairfield, OH 45014 (513) 874-9933 X KAZARNOVSKY, SOLOMON

since 12/31/2021

STEIN, ABBA

since 12/31/2021

OFFICER

KAZARNOVSKY, SOLOMON

since 12/31/2021

Owners and managers of Ayden Healthcare of Fairfield

OWNER

5% or greater direct ownership interest

KAZARNOVSKY, SOLOMON (50%)

since 12/31/2021

STEIN, ABBA (50%)

since 12/31/2021

OPERATIONAL/MANAGERIAL CONTROL



Wed Oct 05 2022

Entity#:

4783926

Filing Type:

FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date:

10/22/2021

Location: Business Name:

BUCKEYE FOREST AT AKRON LLC

Status:

Exp. Date:

Agent/Registrant Information

NATIONAL REGISTERED AGENTS, INC. 4400 EASTON COMMONS WAY, SUITE 125 COLUMBUS OH 43219 09/19/2022

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801334
TRADE NAME/ORIGINAL FILING	11/05/2021	202131201968
FOREIGN AGENT RESIGNATION	09/01/2022	202224403434
FOREIGN/DESIGNATED APPOINTMENT OF AGENT	09/19/2022	202226205410



Page 1 of 1

DOC ID ---> 202129801334

EXHIBIT 45

DOC ID ---> 202129801334



DATE DOCUMENT ID DESCRIPTION 10/25/2021 2021/26/001334 REG/STRATION OF FOREIGN FOR PROFFI LLC (LFP)

PILING EXPED CERT COPY 99.00 100.00 0.00 6.05

Receipt
This is not a bill. Please do not remit payment.

UNISEARCH, INC. 3958-C BROWN PARK DR HILLIARD, OH 43026

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose 4763926

It is hereby certified that the Secretary of State of Ohio has custody of the business records for BUCKEYE FOREST AT AKRON LLC

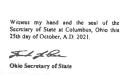
and, that said business records show the filling and recording of

Document No(s): 202129801334

REGISTRATION OF FOREIGN FOR PROFIT LLC
Effective Date: 18/22/2021



State of Ohio



PRINK LAROSE Office Scorndary of State State Training State Per order or for more order common medical, byter calculations financial.	netion ObsethaboressCentral piec	Bild this form to one of the tedinology: Register Filing your engaging FO the red Calminut, CH 4 CR119 Experim Filing Time bushness day prevented Properties on additional \$100 Calminut, CH 42116
Limited Liabi	of a Foreign lity Company Fee: \$99 t Be Typed	
(1) Registration of a Foreign Fex Profit Limited Lisolity Company (1904-174) DRC 1793 Antikation of Fermane NY	(2) Registratic Limited Li Limited Li Limited Li Li Limited Li L	n of a Foreign Nonprofit statey Company
Com of Fernation August 17, 2021	Date of Fernance.	
Name of Limited Liability Company in its jurisdiction of format	ion	
BUCKEYE FOREST AT AKRON LLC Name under which the foreign fimiliad kability company desire unfadiction of formation) is:	e to transact business in Ohio	o (if different from its name in its
Name must include one of the following words or abbreviations. "Swilled	for copies of the kmited Habit	211.00
The address to which interested persons may direct requests ignorment, bylows, or other charter documents of the compar		1 19
The address to which interested persons may direct requests agreement, bytievs, or other charter documents of the comper THE LIMITED LIABILITY COMPANY		
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Page 2 of 5

Frank LaRose Ohio Secretary of State

Wed Oct 05 2022

The intriled liability company hereby appoints the following as its agent upon whom process against the hinded liability complany may be served in the state of Ohio. The name and complete address of the agent is COGENCY GLOBAL, INC. Name of Agent 3958-O Brown Park Dr. Mailing Address Ohio 43026 City The limited fiability company irrevocably consents to service of process on the agent issled above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if en agent is not appointed, or an agent is appointed but the authority of that agent has been revoked, or the agent cannot be found or served after the exercise of reasonable diagence

Required	- A)	
	No.	
Must be signed by an	Signatus	
subiorized representative.		
f authorized representative	B. Clarette A. A.	
an individual, then they	By (if applicable)	
must sign in the "signature"	DIANA JOHNSON, AUTHORIZED PERSON	
oox and print their name n the "Print Name" box	Print Name	
f authorized representative s a business entity, not an		
o is dusiness emity, not an ndividual, then please print	Signature	
he business name in the	- Company of the Comp	
'eignature" box, an		
Buthorized representative of the business entity	By (if applicable)	
nust sign in the "By" box		
and print their name in the		
Print Name" box	Print Name	
	Signature	7-1-9
	By (if applicable)	
	Print Name	
m 533B	Page 3 of 5	Last Revised: 06/2

Entity#: 4763928

Filing Type: FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date: 10/22/2021

Location:

Business Name: BUCKEYE FOREST AT BELLEFONTAINE LLC

Status: Active Exp. Date:

Filings

Filling Type	Date of Filing	Document ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801338
FOREIGN AGENT RESIGNATION	09/01/2022	202224403440

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Fred John

Page 1 of 1



DOC ID ---> 202129801334

Wed Oct 05 2022

Entity#: 4763930

Filing Type: FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date: 10/22/2021

Location: **Business Name:**

BUCKEYE FOREST AT CLEVELAND LLC

Status: Exp. Date:

Filings

Filing Type	Date of Filing	Document tD
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801342
TRADE NAME/ORIGINAL FILING	11/05/2021	202131201972
FOREIGN AGENT RESIGNATION	09/01/2022	202224403464

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SEATE OF ORBITAL
OFFICE OF SEATES OF SEATES
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of all records approved in that humbers courte and in the insteady of the Secretary of State.



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Ful John

100 Frank LaRose Ohio Secretary of State

Wed Oct 05 2022

Entity#:

Filing Type: FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date: 10/22/2021

Location:

Business Name: BUCKEYE FOREST AT GREENVILLE LLC

Status: Active Exp. Date:

Filings

Fiting Type:	Date of Filing	Document ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801348
FOREIGN AGENT RESIGNATION	09/01/2022	202224403524

UNITED STATES OF AMERICA SPATE OF ORDER OFFICE OF SECRETARY OF STATE

I. Frank Lukess: Secretary of State of the State of Ohio, to hereby writy that this is a list of all records approved on this business smile and in the seconds of the Secretary of State.



Ohio Secretary of State

Ful John

Case 2:23-cv-01597-JFC-RAL Document 1-4 Filed 09/05/23 Page 149 of 154



Wed Oct 05 2022

Frank LaRose Ohio Secretary of State

Wed Oct 05 2022

Entity#:

4763935

Filing Type:

FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date:

10/22/2021

Location: **Business Name:**

BUCKEYE FOREST AT MADEIRA LLC

Status:

Exp. Date:

Filings

Filing Type	Date of Filing	Dosument ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801352
TRADE NAME/ORIGINAL FILING	04/12/2022	202210200728
FOREIGN AGENT RESIGNATION	09/01/2022	202224403540

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF SECREFARY OF STATE

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Thio Secretary of State



Entity#:

Location:

4763936

Filing Type:

FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date:

Business Name:

BUCKEYE FOREST AT MAYFIELD HEIGHTS LLC

Exp. Date:

Active

Filings

Filling Type	Date of Filing	Document 10
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801354
TRADE NAME/ORIGINAL FILING	11/05/2021	202131201974
FOREIGN AGENT RESIGNATION	09/01/2022	202224403546

UNITED STATES OF AMERICA STATE OF OHIO OFFICE OF SECRETARY OF STATE

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Page 1 of 1



Wed Oct 05 2022

Entity#:

4763923

Filing Type:

FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date:

10/22/2021

Location: **Business Name:**

BUCKEYE FOREST AT NORTH OLMSTEAD LLC

Status:

Active

Exp. Date:

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801328
TRADE NAME/ORIGINAL FILING	11/05/2021	202131201976
FOREIGN AGENT RESIGNATION	09/01/2022	202224403550

UNITED STATES OF AMERICA STATE OF ORRO OFFICE OF SECRETARY OF STATE

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Ful John

Page 1 of 1



Wed Oct 05 2022

Entity#:

4763938

Filing Type:

FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date:

10/22/2021

Location:

Business Name:

BUCKEYE FOREST AT WATERVILLE LLC

Status:

Active

Exp. Date:

Filings

Filing Type	Date of Filing	Ocument ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION *	10/22/2021	202129801358
FOREIGN AGENT RESIGNATION	09/01/2022	202224403566

UNITED STATES OF AMERICA STATEOF ORIGINAL OFFICE OF SECRETARY OF STATE

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Wed Oct 05 2022

Entity#:

4763932

Filing Type:

FOREIGN LIMITED LIABILITY COMPANY

Original Filing Date:

Location:

Business Name:

BUCKEYE FOREST AT FAIRFIELD LLC

Status:

Exp. Date:

Filings

Filling Type	Date of Filling	Document ID
FOREIGN LLC - CERTIFICATE OF REGISTRATION	10/22/2021	202129801346
TRADE NAME/ORIGINAL FILING	04/12/2022	202210200744
FOREIGN AGENT RESIGNATION	09/01/2022	202224403520

UNITED STATES OF AMBERICA STATE OF STATE OF ORIGINAL OF ORIGINAL OF STATE O





Page 1 of 1

Ayden Healthcare of Belle Springs.

Ownership

Legal business name

Buckeye Forest at Bellefontaine LLC

Ownership type

For profit - Corporation

Contact info

221 North School Street Bellefontaine, OH 43311 (937) 599-5123

Owners and managers of Ayden Healthcare of Belle Springs.

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

LAHASKY, EPHRAM (100%)

since 12/31/2021

DIRECTOR

MORHAIME, ANN

EXHIBIT 46

10/5/22, 1:28 PM

10/5/22, 1:28 PM

X

since 12/31/2021

OFFICER

MORHAIME, ANN

since 12/31/2021

MANAGING EMPLOYEE

MORRIS, LORI

since 12/31/2021

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Page 1 of 2

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Case 2:23-cv-01597-JFC-RAL	Docume	nt 1-4 Filed 09/05/23 Page 151 of 154	10/5/22, 1:32 PM
Ayden Healthcare of Greenville	×	since 12/31/2021	
Ownership		OFFICER	
Legal business name		MORHAIME, ANN since 12/31/2021	
Buckeye Forest at Greenville LLC		51100 12/ 01/ 2021	
Ownership type For profit - Partnership		MANAGING EMPLOYEE	
Political Partnership		MANUEL, JAMES	
Contact info 243 Marion Drive Greenville, OH 45331 (937) 548-3141		since 12/31/2021	
Owners and managers of Ayden Healthcare of Greenville			
View detailed ownership information on all nursing homes			
OWNER 5% or greater direct ownership interest			
LAHASKY, EPHRAM (100%)			
since 12/31/2021			
DIRECTOR			
MORHAIME, ANN			
re.//www.medicare gov/care compare/data@inusismy-hume/300532_Green/Meficales.iOhilippodatid5331fameasusaveusing-home owner	Page 1 of 2	https://www.medicare.gov/care-company/dovails/invising-home/36553Crosmvire-state=OHS.zipcode+653316msasure.anursing-home-ownwahip	Page 2 of 2
	9/12/22, 10:11 AM		9/12/22, 10:11 AM
Ayden Healthcare of Waterville	×	MANAGING EMPLOYEE	
Ownership		SOLLER, BRIAN	
		since 12/31/2021	
Legal business name Buckeye Forest at Waterville			
Ownership type For profit - Corporation			
Contact info 8885 Browning Drive Waterville, OH 43566 (419) 878-8523			

Owners and managers of Ayden Healthcare of Waterville

OWNER

https://www.medicere.gov/care

5% or greater direct ownership interest

LAHASKY, EPHRAM (100%)

since 12/31/2021

OFFICER

MORHAIME, ANN

since 12/31/2021

Ayden Healthcare of Madeira

Ownership

Legal business name Buckeye Forest at Madeira LLC

Ownership type

For profit - Corporation

Contact info 5970 Kenwood Road Cincinnati, OH 45243 (513).561-4111

EXHIBIT 47

KAZARNOVSKY, SOLOMON

KAZARNOVSKY, SOLOMON

since 12/31/2021 STEIN, ABBA since 12/31/2021

since 12/31/2021

OFFICER

Owners and managers of Ayden Healthcare of Madeira

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

KAZARNOVSKY, SOLOMON (50%)

since 12/31/2021

STEIN, ABBA (50%)

since 12/31/2021

OPERATIONAL/MANAGERIAL CONTROL

https://www.madicare.gov/coro-compara/detate/nursing-homes/milities_ty-Madelrahistate_OH6.pipcods=492432measure_nursing-home-owners/

Page 1 of

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10/0/12/

Ayden Healthcare of Fairfield

Ownership

Legal business name Buckeye Forest at Fairfield LLC

Ownership type

For profit - Corporation

Contact info 3801 Woodridge Boulevard Fairfield, OH 45014 (513) 874-9933

Owners and managers of Ayden Healthcare of Fairfield

OWNER

5% or greater direct ownership interest

KAZARNOVSKY, SOLOMON (50%)

since 12/31/2021

STEIN, ABBA (50%)

since 12/31/2021

OPERATIONAL/MANAGERIAL CONTROL

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Page 2 of 2

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KAZARNOVSKY, SOLOMON

since 12/31/2021

STEIN, ABBA

since 12/31/2021

OFFICER

KAZARNOVSKY, SOLOMON

since 12/31/2021

EXHIBIT 48

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10/5/22, 1:35 PM

Gardens of Mayfield Village

Ownership

Legal business name

Buckeye Forest at Mayfield Heights LLC

Ownership type

For profit - Corporation

Contact info

6757 Mayfield Rd

Mayfield Heights, OH 44124

(440) 473-0090

Owners and managers of Gardens of Mayfield Village

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

WEISZ, MORDECHAI (100%)

since 12/31/2021

DIRECTOR

KATZ, LARRY

× since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

OFFICER

KATZ, LARRY

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

MANAGING EMPLOYEE

DEUTSCH, PAUL

since 12/31/2021

X

Gardens of North Olmsted

Ownership

Legal business name

Buckeye Forest at North Olmstead LLC

Ownership type

For profit - Corporation

Contact info 23225 Lorain Rd North Olmsted, OH 44070 (440) 779-6900

EXHIBIT 49

Owners and managers of Gardens of North Olmsted

View detailed ownership information on all nursing homes

OWNER

5% or greater direct ownership interest

LESHKOWITZ, ELI (100%)

since 12/31/2021

DIRECTOR

KATZ, LARRY

https://www.medicare.gov/care-compare/desalt/horsing-hame/28521, 200/msastcostes/GH6:goods-4-6076Emesture-murang home-ownership Page 1 of 2

10/5/22, 2:31 PM

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

OFFICER

KATZ, LARRY

since 12/31/2021

LAHASKY, EPHRAM

since 12/31/2021

MANAGING EMPLOYEE

SOLTIS, ERIN

since 12/31/2021